



Chevron Corporation

555 Market Street, San Francisco, California • Phone (415) 894-3149
Mail Address: P.O. Box 7141, San Francisco, CA 94120-7141



SDMS DocID 2182494

Daniel E. Vineyard
Attorney
Environmental

June 14, 1988

Metro Container
Corporation Site
Reference No. 3HW14

Via Express Mail

Mr. Lawrence Falkin
U.S. Environmental Protection Agency
Region III
CERCLA Removal Enforcement Section (3HW14)
841 Chestnut Building, 6th Floor
Philadelphia, PA 19107

Dear Mr. Falkin:

The following is Chevron's supplemental response to your
§ 104(e) Request For Information, Request No. 2 and No. 3:

2. The quantities and residual contents of unwashed 55-gallon drums or containers which Chevron U.S.A. Inc. generated or transported and which were sent to, transported to, or disposed of at the Site, whether or not they contained hazardous substances.

Original Response: "Chevron sent 154,213 55-gallon drums to the site through 1985 ..."

Supplemental Response: Chevron sent 46,919 55-gallon drums to the site from December 30, 1985 through 1987.

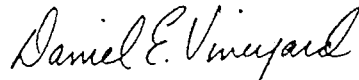
3. The date(s) such substances and/or containers were sent to, transported to, or disposed of at the Site.

Original Response: See enclosed documents, but generally between December 17, 1974 and December 16, 1985.

Supplemental Response: See enclosed documents, but generally between December 30, 1985 and November 13, 1987.

Should you have any questions regarding the enclosed information, please do not hesitate to contact me at (415) 894-3149.

Sincerely,

A handwritten signature in cursive script that reads "Daniel E. Vineyard".

Daniel E. Vineyard

Enclosure

cc: Mr. J. W. Ross

bcc: Mr. F. L. Hannigan
Mr. D. G. Dale



Chevron Corporation

555 Market Street, San Francisco, California • Phone (415) 894-3149
Mail Address: P.O. Box 7141, San Francisco, CA 94120-7141

Daniel E. Vineyard
Attorney
Environmental

June 2, 1988

**Metro Container
Corporation Site
Reference No. 3HW14**

Mr. Lawrence Falkin
U. S. Environmental Protection Agency
Region III
CERCLA Removal Enforcement Section (3HW14)
841 Chestnut Building, 6th Floor
Philadelphia, PA 19107

Dear Mr. Falkin:

Thank you for your cooperation in granting Chevron an extension in which to respond to your §104(e) Request for Information; we had a number of documents to review. Chevron's investigation is continuing and we will supplement our response if additional documents become available.

Chevron's response to your request for information and documents is as follows:

1. The types and quantities of the hazardous substances generated or transported by Chevron U.S.A. Inc. and sent to, transported to, or disposed of at the Site.

Response: None

2. The quantities and residual contents of unwashed 55-gallon drums or containers which Chevron U.S.A. Inc. generated or transported and which were sent to, transported to, or disposed of at the Site, whether or not they contained hazardous substances.

Response: Chevron sent 154,213 55-gallon drums to the site through 1985. Chevron is continuing its investigation from

1985 to the present and will supplement this response as documents become available. Residual contents consisted of small quantities of petroleum as these drums contained lube oils.

3. The date(s) such substances and/or containers were sent to, transported to, or disposed of at the Site.

Response: See enclosed documents, but generally between December 17, 1974 and December 16, 1985.

4. Any correspondence between Chevron U.S.A. Inc. and any regulatory agencies regarding such substances and/or containers.

Response: Chevron's investigation has uncovered no such correspondence.

5. Any correspondence between Chevron U.S.A. Inc. and Metro Container Corporation, Metro Enterprise Container Corporation, or Universal Container Corporation or any other third party regarding such substances and/or containers.

Response: See enclosed documents.

6. The identity of, and documents relating to, any other persons who generated, treated, stored, transported, or disposed, or who arranged for the treatment, storage, disposal, or transportation of such substances and/or containers to the Site.

Response: See enclosed documents. Former plant personnel confirm that the drums were transported by Metro and that no containers were transported to the Site by Chevron.

7. Copies of any deeds, rights-of-way, leases, or other real interests which Chevron U.S.A. Inc. has or had in the Site.

Response: None.

8. Whether substances or containers described above were sent to or transported to the Site for disposal, or reconditioning and return, or reconditioning and resale by Metro Container Corporation, Metro Enterprise Container Corporation, or Universal Container Corporation.

Response: Reconditioning and return.

Other documents maintained by Chevron, but not enclosed, consist of the security department's vehicle logs from 1980 through 1987 and security passes, and Accounts Payable statistics. These documents are either duplicative of those enclosed herewith or are not relevant to this request for information.

Chevron U.S.A. Inc. was insured by The Travelers Indemnity Company, One Tower Square, Hartford, Connecticut, 06183 through March 1, 1986. Since March 1, 1986 Chevron has been self-insured. The policies are as follows:

<u>POLICY</u>	<u>PERIOD</u>
TR-NSL-916323-72	3/1/72 - 3/1/75
TRL-NSL-131T769-0-75	3/1/75 - 3/1/78
TRL-NSL-131T769-0-78	3/1/78 - 3/1/81
TRL-NSL-131T769-0-81	3/1/81 - 3/1/84
TRL-NSL-131T769-0-84	3/1/84 - 3/1/86

The above policies are in the custody of Chevron's insurance department.

Chevron respectfully requests that the EPA forward copies of any documents in its possession regarding involvement of any Chevron entity with Metro Container Corporation, Metro Enterprise Container Corporation, or Universal Container Corporation to me at the letterhead address.

I appreciate your assistance in this matter. Should you have any questions regarding the enclosed information, please do not hesitate to contact me at (415) 894-3149.

Sincerely,

Daniel E. Vineyard

Enclosure

cc: Mr. J. W. Ross
bcc: Mr. L. Hannigan
Mr. E. V. Schneider
Mr. D. F. Gilson
Mr. Mike Shearer
Mr. P. S. Hobin
Mr. P. R. Gates
Mr. R. L. Arscott



Chevron U.S.A. Inc.
810 Gleneagles Court, Towson, MD 21204 • Phone (301) 337-5300

M-50

April 18, 1986

**INVITATION TO BID
DRUM RECONDITIONING
PHILADELPHIA LUBE PLANT
PHILADELPHIA, PA**

Metro Container Corp.
2nd and Price Street
Trainer, PA 19016

Gentlemen:

You are invited to submit a bid to recondition 55-gallon drums at the Philadelphia Lube Plant. All work is to be in accordance with the enclosed Commercial Drum Reconditioning Scope of Work (Exhibit 6) and Gulf Specification numbers 561 and 586. Contract document will be our form GO-279 with Terms and Conditions. Copies are attached for your reference. The contract period will be from May 15, 1986 thru May 14, 1987.

Bids shall include the cost of drum reconditioning. Separate costs shall also be furnished to cover drum pick up at the Philadelphia Lube Plant. If the Chevron/Gulf jobber himself returns empty drums to Philadelphia, the cost, if any, for handling this delivery should be indicated.

If you have any intention of making use of foreign produced or manufactured materials, you must furnish the names of such items in your bid proposal. Alternate bids are required, one including comparable items of U.S. origin.

Bids shall be submitted on enclosed Bid Proposal form. All blanks must be filled in and all amounts must be written as well as numerical. Where a discrepancy exists, the amount in words shall prevail. Signatures must be in longhand and executed by a principal authorized to execute contracts. The bidder's legal name must be fully stated.

Complete and seal the Bid Proposal, enclose the Certificate of Nonsegregated Facilities (GO-279-2), and return to this office no later than May 6, 1986, 10:00 a.m. Mark your mailing envelope as follows:

Mailing Address:

Chevron U.S.A., Inc.
P.O. Box 2235
Baltimore, MD 21203

Lower Left Corner:

Confidential Bid
Attn: E. F. Horwitz
Due: 5-6-86, 10:00 a.m.
Project #: MA0115-c

Metro Container Corp.
April 18, 1986
Page 2

Please take special note of the Chevron insurance requirements. A blank Certificate of Insurance (Exhibit 4) is enclosed. This form must be completed and received prior to any work issued off any awarded contract.

The right is reserved to open the proposals privately and to reject any or all bids without explanation.

Contact Barbara Karoly at 301-337-5307 to clarify any questions prior to submitting your bids.

Enclosures:

- Exhibit 1 - Bid Proposal Form
- Exhibit 2 - Sample GO-279 Contract Form
- Exhibit 3 - GO-279 Gen. Terms & Conditions
- Exhibit 4 - Certificate of Insurance GO-279-12
- Exhibit 5 - Certificate of Nonsegregated Facilities
- Exhibit 6 - Scope of Work - Commercial Drum Reconditioning
- Exhibit 7 - Drum Grading Guidelines
- Exhibit 8 - Monthly Stock Report

cc: J. D. Eagerton, Jr.
J. D. Frederick
R. J. Jones
R. W. Van Scoter



Chevron U.S.A. Inc.

810 Gleneagles Court, Towson, MD 21204 • Phone (301) 337-5300

M-52

April 18, 1986

**INVITATION TO BID
DRUM RECONDITIONING
PHILADELPHIA LUBE PLANT
PHILADELPHIA, PA**

Southwark Cooperage, Inc.
Meadow and Wolf Streets
Philadelphia, PA 19148

Attn: Hyman Cohen

Gentlemen:

You are invited to submit a bid to recondition 55-gallon drums at the Philadelphia Lube Plant. All work is to be in accordance with the enclosed Commercial Drum Reconditioning Scope of Work (Exhibit 6) and Gulf Specification numbers 561 and 586. Contract document will be our form GO-279 with Terms and Conditions. Copies are attached for your reference. The contract period will be from May 15, 1986 thru May 14, 1987.

Bids shall include the cost of drum reconditioning. Separate costs shall also be furnished to cover drum pick up at the Philadelphia Lube Plant. If the Chevron/Gulf jobber himself returns empty drums to Philadelphia, the cost, if any, for handling this delivery should be indicated.

If you have any intention of making use of foreign produced or manufactured materials, you must furnish the names of such items in your bid proposal. Alternate bids are required, one including comparable items of U.S. origin.

Bids shall be submitted on enclosed Bid Proposal form. All blanks must be filled in and all amounts must be written as well as numerical. Where a discrepancy exists, the amount in words shall prevail. Signatures must be in longhand and executed by a principal authorized to execute contracts. The bidder's legal name must be fully stated.

Complete and seal the Bid Proposal, enclose the Certificate of Nonsegregated Facilities (GO-279-2), and return to this office no later than May 6, 1986, 10:00 a.m. Mark your mailing envelope as follows:

Mailing Address:

Chevron U.S.A., Inc.
P.O. Box 2235
Baltimore, MD 21203

Lower Left Corner:

Confidential Bid
Attn: E. F. Horwitz
Due: 5-6-86, 10:00 a.m.
Project #: MAO 115-c

17-53

Southwark Cooperage, Inc.
April 18, 1986
Page 2

Please take special note of the Chevron insurance requirements. A blank Certificate of Insurance (Exhibit 4) is enclosed. This form must be completed and received prior to any work issued off any awarded contract.

The right is reserved to open the proposals privately and to reject any or all bids without explanation.

Contact Barbara Karoly at 301-337-5307 to clarify any questions prior to submitting your bids.

Enclosures:

- Exhibit 1 - Bid Proposal Form
- Exhibit 2 - Sample GO-279 Contract Form
- Exhibit 3 - GO-279 Gen. Terms & Conditions
- Exhibit 4 - Certificate of Insurance GO-279-12
- Exhibit 5 - Certificate of Nonsegregated Facilities
- Exhibit 6 - Scope of Work - Commercial Drum Reconditioning
- Exhibit 7 - Drum Grading Guidelines
- Exhibit 8 - Monthly Stock Report

cc: J. D. Eagerton, Jr.
J. D. Frederick
R. J. Jones
R. W. Van Scoter



Chevron U.S.A. Inc.
810 Gleneagles Court, Towson, MD 21204
Phone (301) 337-5300

17-54

April 25, 1986

Metro Container Corp.

Second and Price Streets

Trainer, PA 19016

Dear Contractor:

Enclosed herewith is one fully executed copy of Change Order Number one
to Contract Number M56CMA0136-6X.

If you have any questions, please contact Barbara Karoly at 301-337-5300.

Very truly yours,

J. D. Eagerton / B. M. B.

J. D. Eagerton, Jr.
Division Manager - Operations

BKK:lh
Enclosure

Contract Number M56CMA0136-6X

Change Number one

Date April 15, 1986

Company Chevron U.S.A. Inc. P.O. Box 2235 Baltimore, Maryland 21203

Contractor Metro Container Corp. Second and Price Streets Trainer, Pa. 19016

The requirements of the above-designated Contract are changed as follows:

The expiration date is extended from April 15, 1986 to May 15, 1986.

COMPANY and CONTRACTOR agree that CONTRACTOR's compensation shall be adjusted as follows: _____

This adjustment covers the entire compensation for the Change set forth above and includes, but it is not limited to compensation for all engineering, material, equipment, subcontracts, labor, overhead, profit, changes in scheduling and delays resulting, directly or indirectly, from the Change.

CONTRACTOR

By *Stanley K. King*
Date 4/17/86

COMPANY

By *[Signature]*
Date 4-23-86

Work Completed: Signed _____ Date _____

Invoice No. _____ Date _____ Amount _____ Date Rec'd. _____

Charge Account No. _____

Charge Job No. _____

Remarks _____

17-56



Chevron U.S.A. Inc.
810 Gleneagles Ct., Towson, Maryland
Mail Address: P.O. Box 2235, Baltimore, MD 21203

J. D. Eagerton, Jr.
Division Manager
Operations

April 22, 1986

CONTRACT #: M56CMA0136-6X

Metro Container Corp.

Second and Price Street

Trainer, Pa. 19016

Dear Contractor:

Please find enclosed one fully executed copy of the above referenced contract for your files.

If you have any questions, please contact Barbara Karoly at 301-337-5300.

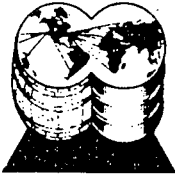
Very truly yours,

J. D. Eagerton / S. M. B.

J. D. Eagerton, Jr.
Division Manager - Operations

BKK:lh
Enclosure

M-70



Metro Container Corp

POST OFFICE BOX A SECOND & PRICE STREETS TRAINER, PENNSYLVANIA 19016
(215) 627-7288 TELEPHONES (215) 494-8200



April 10, 1986

Ms. Barbara Karoly
Chevron U.S.A.
P.O. Box 2235
Baltimore, Md. 21203

Dear Ms. Karoly:

Enclosed please find the two copies of the contract.

The Certificate of Insurance will be returned to you as soon as we receive it from our Insurance Co.

Very truly yours,

Sidney S. Levy
President

in The Mail 4-11-86

Gerry —

*Records indicate
this contract was
never returned
signed. Please
call Metro.*

*Also, we
need to extend
Contract through
5-15 as well ~~have~~
as get bid ~~and~~ pack-
ages out for this.*

17-71



Chevron U.S.A. Inc.
810 Gleneagles Court, Towson, MD 21204
Phone (301) 337-5300

April 15, 1986

CONTRACT NUMBER: M56CMA0136-6X

CHANGE ORDER # : one

Metro Container Corp.

Second and Price Streets

Trainer, Pa. 19016

Dear Contractor:

Please find enclosed two copies of subject Change Order. If in agreement with the change(s), sign both copies in the lower left-hand corner and return to this office, attention B. K. Karoly. Upon receipt, we will execute the change order and send a copy to you for your files.

If you have any questions concerning this change, please contact Barbara Karoly at 301-337-5300.

Very truly yours,

J. D. Eagerton / B.M.B.

J. D. Eagerton, Jr.
Division Manager - Operations

BKK:lh
Enclosure

17-72
Change

Contract Number M56CMA0136-6X

Change Number one

Date April 15, 1986

Company Chevron U.S.A. Inc. P.O. Box 2235 Baltimore, Maryland 21203

Contractor Metro Container Corp. Second and Price Streets Trainer, Pa. 19016

The requirements of the above-designated Contract are changed as follows:

The expiration date is extended from April 15, 1986 to May 15, 1986.

COMPANY and CONTRACTOR agree that CONTRACTOR's compensation shall be adjusted as follows: _____

This adjustment covers the entire compensation for the Change set forth above and includes, but it is not limited to compensation for all engineering, material, equipment, subcontracts, labor, overhead, profit, changes in scheduling and delays resulting, directly or indirectly, from the Change.

CONTRACTOR

COMPANY

By _____

By _____

Date _____

Date _____

Work Completed: Signed _____ Date _____

Invoice No. _____ Date _____ Amount _____ Date Rec'd. _____

Charge Account No. _____

Charge Job No. _____

Remarks _____



Chevron U.S.A. Inc.
810 Gleneagles Court, Towson, MD 21204
Phone (301) 337-5300

March 25, 1986

STANDING CONTRACT

M56CMA0136-6X

Mr. Sid Levy
Metro Container Corp.
2nd & Price Streets
Trainer, PA 19016

Dear Contractor:

You have been awarded the subject maintenance contract. Enclosed are two (2) copies of the contract. Please have both copies signed and witnessed by the appropriate officers. If incorporated, affix the corporate seal. Also, initial and date the first page of each attachment to both copies of the contract. Sign the Certificate of Non-Segregated Facilities (GO-279-2).

Return both copies of the contract of the contract and all attachments to this office within five working days. Upon receipt, we will execute the contract and return one copy for your files.

Please have your insurance company complete the enclosed Certificate of Insurance (GO-279-12) and return to this office as soon as possible. We will not issue a release number for any work against this standing contract until this information is received.

All correspondence and questions concerning this contract are to be directed to the attention of Barbara Karoly, 301-337-5300.

Very truly yours,

J. D. Eagerton / B.M.B.

J. D. Eagerton, Jr.
Division Manager - Operations

BKK:lh
Attachment



Chevron U.S.A. Inc.

Contract

Contract Number M56CMA0136-6X

Chevron U.S.A. Inc. hereafter referred to as **COMPANY**, and the undersigned, hereafter identified as **CONTRACTOR**, hereby mutually agree on February 27, 1986, that **CONTRACTOR** shall perform for **COMPANY**, at the Philadelphia Lube Plant, County of Philadelphia, State of PA, the work set forth in Specification No. XXXXXXXXXX, dated XXXXXXXXXX, and entitled XXXXXXXXXX.

Work set forth in Specification Numbers 561 and 585 dated 5-31-83 and 9-5-79, respectively, for drum reconditioning.

Separate releases will be issued by an authorized Company representative.

as an improvement to real property of **COMPANY** by affixing thereto whatever materials are involved therein so as to become an integral part of such real property, under the Terms and Conditions hereof, and in accordance with the above specification, which Terms and Conditions and Specification, attached hereto, are part of this Agreement. and listed below:

- 1.) GO-279 Terms and Conditions
 - 2.) GO-279-12 Certificate of Insurance
 - 3.) GO-279-2 Certificate of Non-segregated Facilities
 - 4.) Standing Contract Instructions
- COMPANY** shall pay **CONTRACTOR**, in accordance with statements prepared by a compensation of \$6.55 per drum

This contract supersedes Gulf purchase order #G-66362.

Contract duration: March 1, 1986 thru April 15, 1986.

The work shall be commenced diligently prosecuted, and completed

A payment and performance bond in terms and executed by a surety company satisfactory to **COMPANY** shall be furnished to **COMPANY** in the sum of
(No bond required unless an amount is entered above.)

CONTRACTOR

Chevron U.S.A. Inc.

By _____

By _____

And _____

And _____

Witness _____

CONTRACTOR'S State License No. _____

(Where required by State Law)

Communications to **CONTRACTOR** should be addressed to the attention of

Mr. Sid Levy
Metro Container Corp.
2nd & Price Street
Trainer, PA 19016
(215-485-6100)

Communications to **COMPANY** should be directed to the attention of

B. K. Karoly
Chevron U.S.A.
P.O. Box 2235
Baltimore, MD 21203
(301-307)

Facility Completed				Superintendent or Foreman	
Invoice No.	Date	Amount	Date Received	Charge Account No.	Job No.
Remarks					

Note: If **CONTRACTOR** is incorporated, execution shall be by an authorized officer of the corporation and corporate seal affixed and attested to by the Secretary. If **CONTRACTOR** is not incorporated, signatures should be witnessed by an employee of **COMPANY**, if practicable; if not, by a disinterested party.

GO-279-WOI (CD-1-77)
Printed in U.S.A.

m-75

File
Copies

GULF OIL CORPORATION

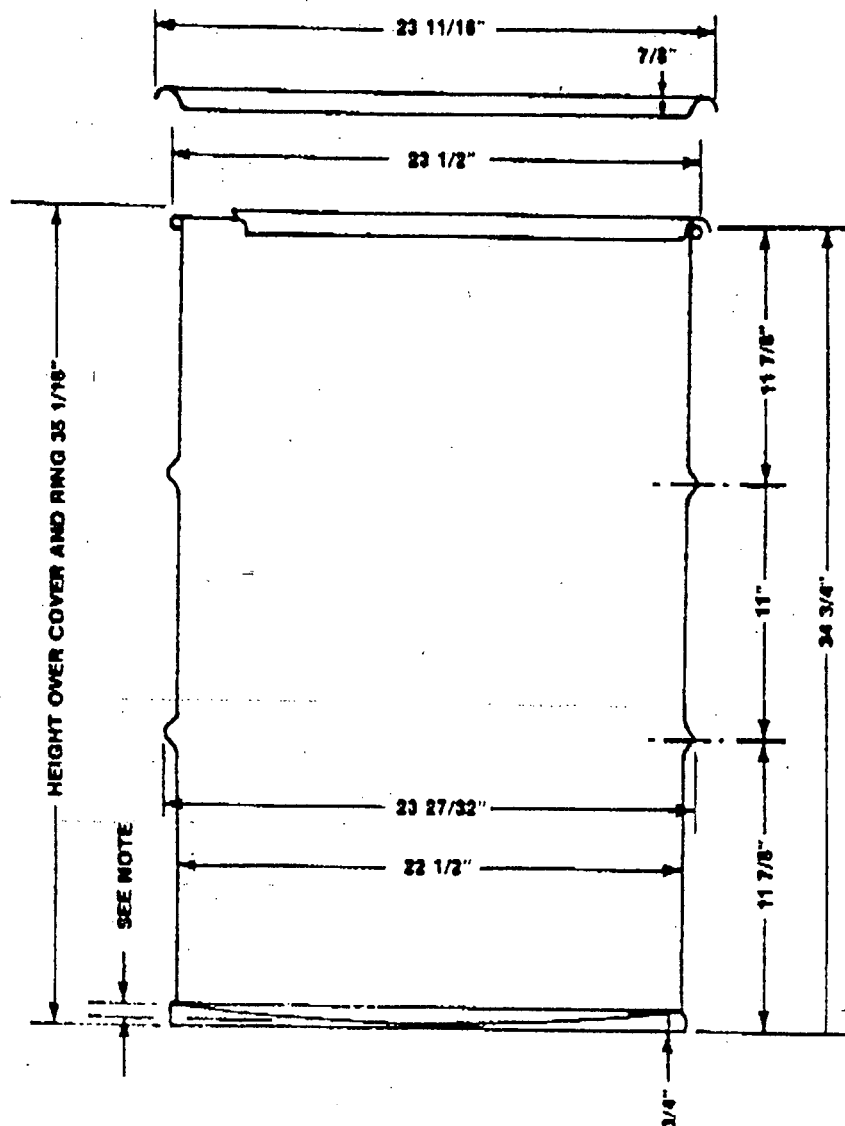
CONTAINER SPECIFICATION NO... 585

DIMENSIONS

55 U.S. GAL FULL-REMOVABLE-HEAD DRUMS
(UFC RULE 40, NMFC ITEM 260)

400-Lb. Grease Drum

Full Open Head - Gulf Style D



NOTE: CONVEXITY OF BOTTOM HEAD

9/16" = 3/16"

GULF OIL CORPORATION

CONTAINER SPECIFICATION NO. 585

Revised 9/5/79

M-76

Container: 55 U.S. GALLON FULL-REMOVABLE-HEAD UNIVERSAL DRUMS
(UFC Rule 40, NMFC Item 260)

Style: Full Open Head - Gulf Style D

Capacity: Minimum volumetric content 57.20 U.S. gal (216 litres)
Maximum volumetric content 57.75 U.S. gal (219 litres)

Dimensions:

Diameter over rolling hoops	23 27/32	+1/16
Diameter over false wire	23 1/2	+1/16
Overall height	35 1/16	+1/8
Height, cover off	34 3/4	+1/8
Convexity of bottom head	9/16	+3/16
All other height dimensions)	Shown on sketch	+1/8
All other dimensions)	on back of this sheet.	+1/16

Rolling hoops located 11-7/8" from top and bottom drum, 11" between centers.

Fittings: Flat, fully removable head 7/8" deep. "Spin Seal" or equivalent outside bolted locking ring.

Gasket: Flowed-in oil-proof gasket in removable head.

Decoration: Body: Gulf blue above and below rolling hoops.
Both top and bottom rolling hoops painted Gulf blue, but blue color is not to extend into area between rolling hoops.
Gulf orange to cover space between rolling hoops.
Top and bottom heads painted Gulf orange.
Colors in accordance with Gulf No. 200 Orange, Gulf No. 308 Blue.
Paint to be of good grade and density to give complete and opaque coverage. Minimum thickness 1 mil.

Material & Construction: Commercial, cold-rolled, 18 gauge, steel plate with rolled or pressed-in hoops and welded side seams. Container should conform with Rule 40 of Uniform Freight Classification and sheet number 30.2 dated November, 1957, of Containers for the Petroleum Industry submitted by the Petroleum Packaging Committee of the Packaging Institute. Bottom head: Double seamed to body with suitable oil-proof compound in chime. Top of body rolled to form 1/2" false wire. Top head fully removable, fits rolled false wire at open end of drum. Interior and exterior to have phosphate treatment or equivalent; interior to be free of rust, metal, or other foreign particles.

Packing: Approximately 300 empty drums per 40' car or 176 per van.

General Remarks: Weight of each drum approximately 47 lbs. Bottom head embossed with manufacturer marks in accordance with Dot Specification 17E. Ocean shipping cube 11/8.

Supersedes Container Specification No. 585 dated 6/15/77.

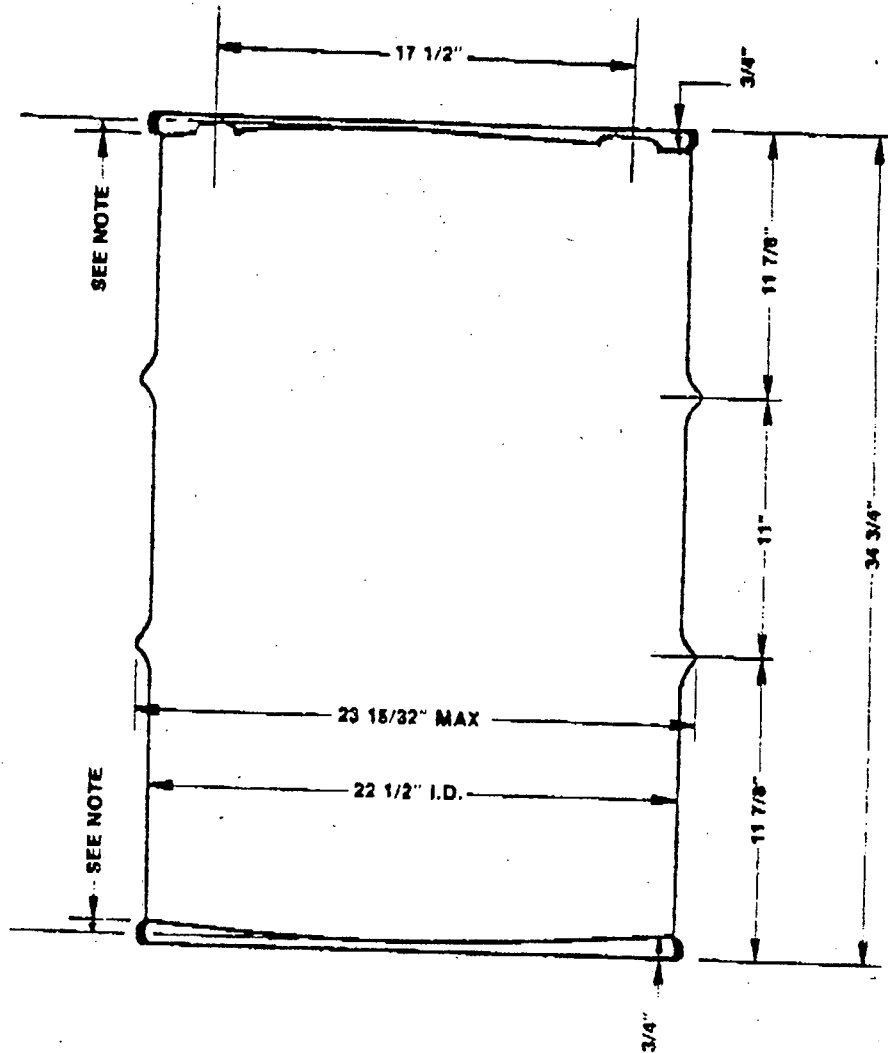
GULF OIL CORPORATION

Shown on Sketch: CONTAINER SPECIFICATION NO. 560

55 U. S. GALLON TIGHT-HEAD UNIVERSAL DRUMS
(DOT-17E)

CONTAINER SPECIFICATION NO. 561

Reconditioned 55-Gallon Steel Oil Drum



NOTE: CONVEXITY OF EACH HEAD

$9 \frac{1}{16}" \pm 3 \frac{1}{16}"$

M-78

GULF OIL CORPORATION

CONTAINER SPECIFICATION NO. 560
Revised 5/31/83

Container: 55 U. S. GALLON TIGHT-HEAD UNIVERSAL DRUMS
(DOT-17E)

Style: Gulf Style A, closed type with One 3/4" and One 2" opening in top head.

Capacity: Minimum Volumetric Content 57.20 U.S. Gal. (216 litres)
Maximum Volumetric Content 57.75 U.S. Gal. (219 litres)

Dimensions:

Diameter over rolling hoops	23 15/32	+0, -1/16
Overall height	34 3/4	± 1/8
Center to center of fittings	17 1/2	± 1/4
Convexity of each head	9/16	± 3/16
All other height dimensions)	Shown on sketch	± 1/8
All other dimensions)	on back of this sheet.	± 1/16

Material & Construction: Must comply with Department of Transportation Specification 17E. Also comply with UFC Rule 40 and NMFC Item 260. Material to be 18 Gage cold-rolled steel throughout. Heads double seamed using nonhardening seam compound. Side seam welded. Two rolling hoops, expanded or rolled into drum body, no other corrugations in drum body. Interior and exterior to have phosphate treatment or equipment; interior to be free of rust, metal or foreign particles.

Fittings: Drum head to contain One 3/4" and One 2" Tri-Sure or Rieke Plug Flange mechanically inserted, diametrically opposite each other. These flanges to contain 3/4" plug, inserted wrench tight, 2" Plug Hand Tight. Plug gasket to be of Buna N or equivalent material. Each fitting to be designed to accept three or more full threads in flange, plug threads to be of sufficient length that three threads are engaged when plug is screwed tight against flange with gasket in place.

Decoration: Blue bodies include rolling hoops but Blue color is not to extend into 9" Orange band area between rolling hoops. Top and bottom of drum to be Gulf No. 200 Orange. 9" wide area between rolling hoops painted Gulf No. 200 Orange. Rest of drum body including rolling hoops to be Gulf No. 308 Blue. Line where Blue and Orange colors meet must be sharp. Drums to be preheated and painted. Paint to be of good grade and density to give complete and opaque coverage - minimum thickness 1 MIL.

Packing: Approximately 300 empty drums per 40' car or 176 per van.

General Remarks: Bottom head embossed with manufacturer's marks in accordance with DOT Specification 17E.
Weight of each drum approximately 45 lbs. Ocean shipping cube - 10/9.

This Specification supersedes Specification No. 560 dated 5/4/81.



Chevron U.S.A. Inc.

Contract

M-79

Contract Number M56CMA0136-6X

Chevron U.S.A. Inc. hereafter referred to as COMPANY, and the undersigned, hereafter identified as CONTRACTOR, hereby mutually agree on February 27, 1986, that CONTRACTOR shall perform for COMPANY, at ~~near~~ Philadelphia Lube Plant, ~~Company~~ Philadelphia, State of PA

~~the work set forth in Specification No.~~

work set forth in Specification Numbers 561 and 585 dated 5-31-85 and 9-5-79, respectively, for drum reconditioning.

Separate releases will be issued by an authorized Company representative.

~~as an improvement to real property of COMPANY by affixing thereon whatever materials are involved shall remain some or become an integral part of such real property, under the Terms and Conditions hereof, and in accordance with the above specification, which Terms and Conditions and Specification, attached hereto, are part of this Agreement and listed below:~~

- 1.) GO-279 Terms and Conditions
- 2.) GO-279-12 Certificate of Insurance
- 3.) GO-279-2 Certificate of Nonsegregated Facility
- 4.) Standing Contract Instructions

COMPANY shall pay CONTRACTOR, in accordance with statements prepared by a compensation of \$6.55 per drum

This contract supersedes GULF purchase order # G-66362.

Contract duration: March 1, 1986 thru April 15, 1986.

The work shall be commenced diligently prosecuted, and completed

A payment and performance bond in terms and executed by a surety company satisfactory to COMPANY shall be furnished to COMPANY in the sum of
(No bond required unless an amount is entered above.)

CONTRACTOR

Chevron U.S.A. Inc.

By _____

By _____

And _____

And _____

Witness _____

CONTRACTOR'S State License No. _____

(Where required by State Law)

Communications to CONTRACTOR should be addressed to the attention of Mr. Sid Levy

Metro Container Corp.
2nd & Price St.
Trainer, PA 19016
(215-485-6100)

Communications to COMPANY should be directed to the attention of B. K. Karoly

Chevron U.S.A.
P.O. Box 2235
Baltimore, MD 21203
(301-337-5307)

Facility Completed				Superintendent or Foreman	
Invoice No.	Date	Amount	Date Received	Charge Account No.	Job No.
Remarks					

Note: If CONTRACTOR is incorporated, execution shall be by an authorized officer of the corporation and corporate seal affixed and attested to by the Secretary. If CONTRACTOR is not incorporated, signatures should be witnessed by an employee of COMPANY, if practicable; if not, by a disinterested party.

GO-279-WOI (CD-1-77)
Printed in U.S.A.

M-81



Chevron U.S.A. Inc.
810 Gleneagles Court, Towson, MD 21204
Phone (301) 337-5300

February ²⁷ ~~28~~, 1986

STANDING CONTRACT
MS6CMA0136-6X

Mr. Sid Levy
Metro Container Corp.
2nd St, Price Sts.
Trainer, PA 19016

Dear Contractor:

You have been awarded the subject maintenance contract. Enclosed are two (2) copies of the contract. Please have both copies signed and witnessed by the appropriate officers. If incorporated, affix the corporate seal. Also, initial and date the first page of each attachment to both copies of the contract. Sign the Certificate of Non-Segregated Facilities (GO-279-2).

Return both copies of the contract of the contract and all attachments to this office within five working days. Upon receipt, we will execute the contract and return one copy for your files.

Please have your insurance company complete the enclosed Certificate of Insurance (GO-279-12) and return to this office as soon as possible. We will not issue a release number for any work against this standing contract until this information is received.

All correspondence and questions concerning this contract are to be directed to the attention of Barbara Karoly, 301-337-5300.

Very truly yours,

J. D. Eagerton, Jr.
Division Manager - Operations

BKK:lh
Attachment



Chevron U.S.A. Inc. hereafter referred to as **COMPANY**, and the undersigned, hereafter identified as **CONTRACTOR**, hereby mutually agree on February 27, 1986, that **CONTRACTOR** shall perform for **COMPANY**, at ~~the~~ ~~work set forth in Specification No.~~ Philadelphia Lube Plant, ~~Country of~~ Philadelphia, State of PA, and entitled Work set forth in Specification Numbers 561 and 585 dated 5-31-83 and 9-5-79, respectively, for drum reconditioning.

Separate releases will be issued by an authorized Company representative.

as an improvement to the property of **COMPANY** by affixing thereto whatever materials are involved therein so as to become an integral part of such property, under the Terms and Conditions hereof, and in accordance with the above specification, which Terms and Conditions and Specification, attached hereto, are part of this Agreement. and listed below:

- 1.) GO-279 Terms and Conditions 3.) GO-279-2 Certificate of Non-segregated Facilities
2.) GO-279-12 Certificate of Insurance 4.) Standing Contract Instructions
COMPANY shall pay **CONTRACTOR**, in accordance with statements prepared by a compensation of \$6.55 per drum

This contract supersedes Gulf purchase order #G-66362.

Contract duration: March 1, 1986 thru April 15, 1986.

The work shall be commenced
diligently prosecuted, and completed

A payment and performance bond in terms and executed by a surety company satisfactory to **COMPANY** shall be furnished to **COMPANY** in the sum of
(No bond required unless an amount is entered above.)

CONTRACTOR

By

And

Witness

Chevron U.S.A. Inc.

By

And

CONTRACTOR'S State License No. _____
(Where required by State Law)

Communications to **CONTRACTOR** should be addressed to the
attention of Mr. Sid Levy
Metro Container Corp.
2nd & Price Street
Trainer, PA 19016
(215-485-6100)

Communications to **COMPANY** should be directed to the
attention of B. K. Karoly
Chevron U.S.A..
P.O. Box 2235
Baltimore, MD 21203
(301-307)

Facility Completed				Superintendent or Foreman	
Invoice No.	Date	Amount	Date Received	Charge Account No.	Job No.
Remarks					

Note: If **CONTRACTOR** is incorporated, execution shall be by an authorized officer of the corporation and corporate seal affixed and attested to by the Secretary. If **CONTRACTOR** is not incorporated, signatures should be witnessed by an employee of **COMPANY**, if practicable; if not, by a disinterested party.

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GULF OIL CORPORATION

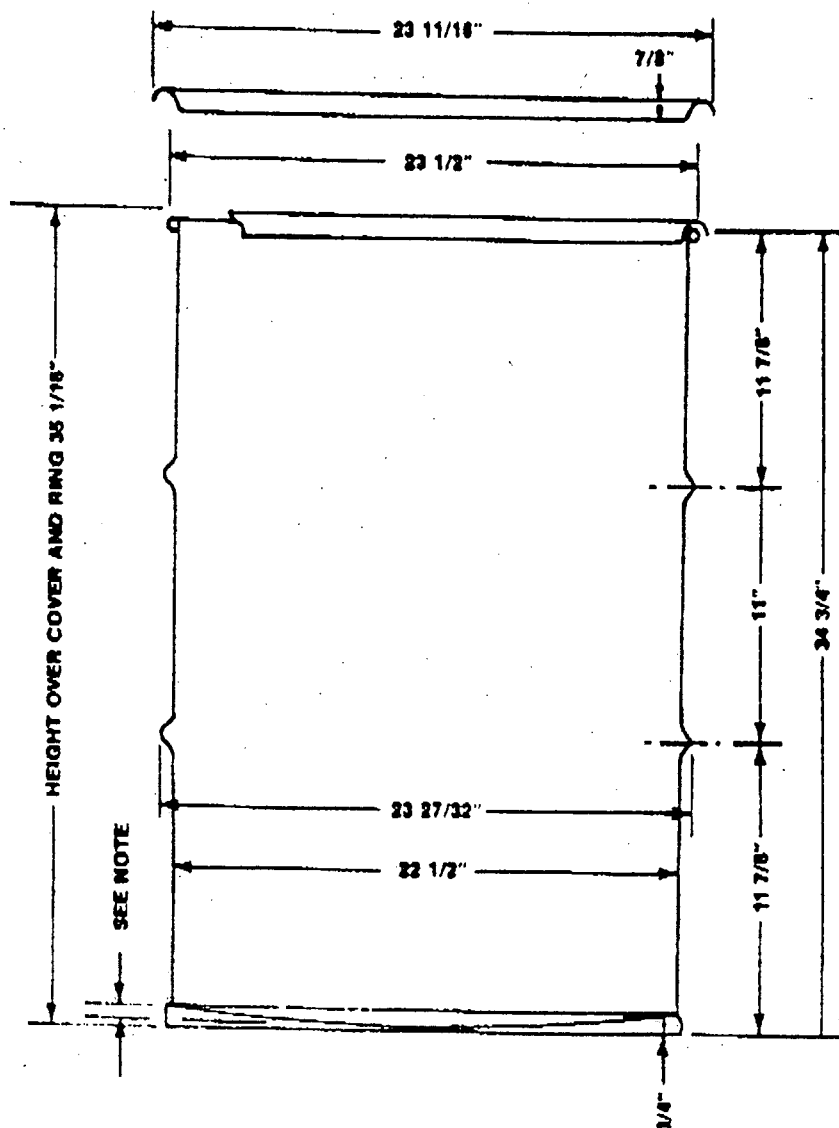
CONTAINER SPECIFICATION NO. 585

DIMENSIONS

55 U.S. GAL FULL-REMOVABLE-HEAD DRUMS
(UFC RULE 40, NMFC ITEM 260)

400-Lb. Grease Drum

Full Open Head - Gulf Style D



NOTE: CONVEXITY OF BOTTOM HEAD

9/16" : 3/16"

INITIALS

DATE _____

210/8k

GULF OIL CORPORATION

CONTAINER SPECIFICATION NO. 585

Revised 9/5/79

M-59

Container: 55 U.S. GALLON FULL-REMOVABLE-HEAD UNIVERSAL DRUMS
(UFC Rule 40, NMFC Item 260)

Style: Full Open Head - Gulf Style D

Capacity: Minimum volumetric content 57.20 U.S. gal (216 litres)
Maximum volumetric content 57.75 U.S. gal (219 litres)

Dimensions:

Diameter over rolling hoops	23 27/32	+1/16
Diameter over false wire	23 1/2	+1/16
Overall height	35 1/16	+1/8
Height, cover off	34 3/4	+1/8
Convexity of bottom head	9/16	+3/16
All other height dimensions)	Shown on sketch	+1/8
All other dimensions)	on back of this sheet.	+1/16

Rolling hoops located 11-7/8" from top and bottom drum, 11" between centers.

Fittings: Flat, fully removable head 7/8" deep. "Spin Seal" or equivalent outside bolted locking ring.

Gasket: Flowed-in oil-proof gasket in removable head.

Decoration: Body: Gulf blue above and below rolling hoops.
Both top and bottom rolling hoops painted Gulf blue, but blue color is not to extend into area between rolling hoops.
Gulf orange to cover space between rolling hoops.
Top and bottom heads painted Gulf orange.
Colors in accordance with Gulf No. 200 Orange, Gulf No. 308 Blue.
Paint to be of good grade and density to give complete and opaque coverage. Minimum thickness 1 mil.

Material & Construction: Commercial, cold-rolled, 18 gauge, steel plate with rolled or pressed-in hoops and welded side seams. Container should conform with Rule 40 of Uniform Freight Classification and sheet number 30.2 dated November, 1957, of Containers for the Petroleum Industry submitted by the Petroleum Packaging Committee of the Packaging Institute. Bottom head: Double seamed to body with suitable oil-proof compound in chime. Top of body rolled to form 1/2" false wire. Top head fully removable, fits rolled false wire at open end of drum. Interior and exterior to have phosphate treatment or equivalent; interior to be free of rust, metal, or other foreign particles.

Packing: Approximately 300 empty drums per 40' car or 176 per van.

General Remarks: Weight of each drum approximately 47 lbs. Bottom head embossed with manufacturer marks in accordance with Dot Specification 17E. Ocean shipping cuba 11/8.

Supersedes Container Specification No. 585 dated 6/15/77.

M-60

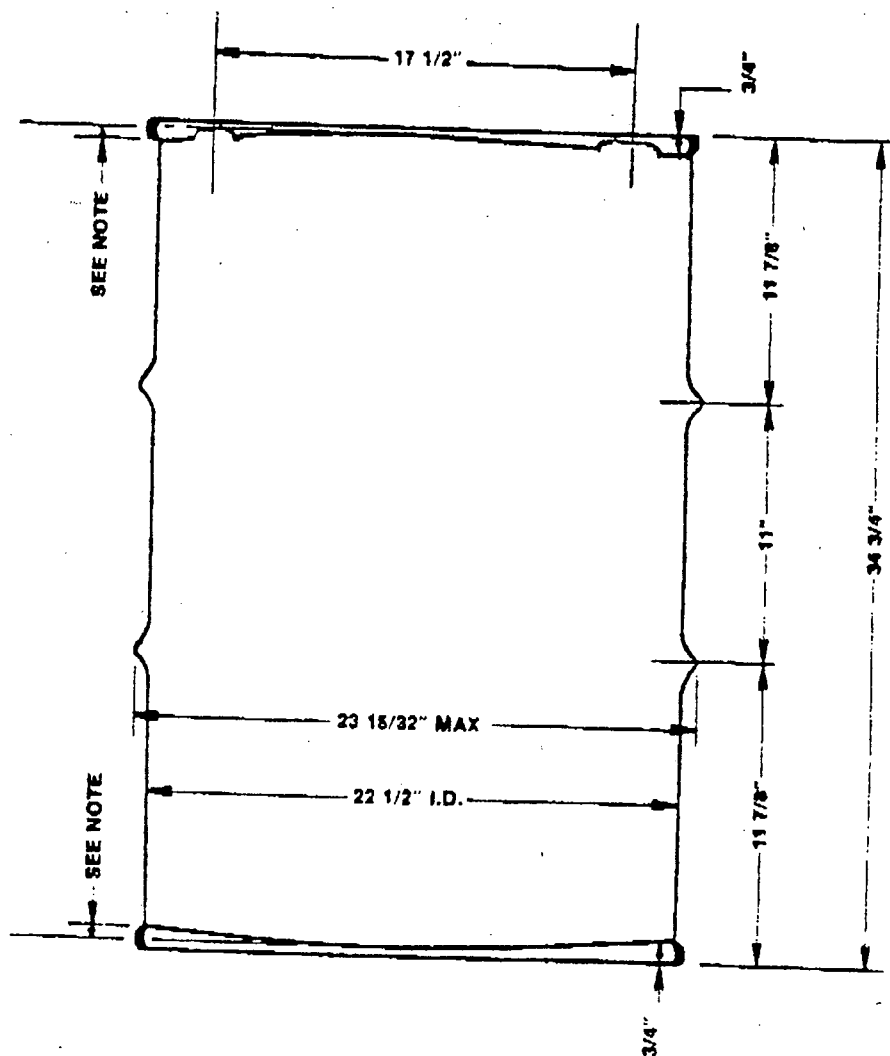
GULF OIL CORPORATION

Shown on Sketch: CONTAINER SPECIFICATION NO. 560

55 U. S. GALLON TIGHT-HEAD UNIVERSAL DRUMS
(DOT-17E)

CONTAINER SPECIFICATION NO. 561

Reconditioned 55-Gallon Steel Oil Drum



NOTE: CONVEXITY OF EACH HEAD

 $9.15 \pm 3.16"$

M-61

GULF OIL CORPORATION

CONTAINER SPECIFICATION NO. 560
Revised 5/31/83

Container: 55 U. S. GALLON TIGHT-HEAD UNIVERSAL DRUMS
(DOT-17E)

Style: Gulf Style A, closed type with One 3/4" and One 2" opening in top head.

Capacity: Minimum Volumetric Content 57.20 U.S. Gal. (216 litres)
Maximum Volumetric Content 57.75 U.S. Gal. (219 litres)

Dimensions:

Diameter over rolling hoops	23 15/32	+0, -1/16
Overall height	34 3/4	± 1/8
Center to center of fittings	17 1/2	± 1/4
Convexity of each head	9/16	± 3/16
All other height dimensions)	Shown on sketch	± 1/8
All other dimensions)	on back of this sheet.	± 1/16

Material & Construction: Must comply with Department of Transportation Specification 17E. Also comply with UFC Rule 40 and NMFC Item 260. Material to be 18 Gage cold-rolled steel throughout. Heads double seamed using nonhardening seam compound. Side seam welded. Two rolling hoops, expanded or rolled into drum body, no other corrugations in drum body. Interior and exterior to have phosphate treatment or equipment; interior to be free of rust, metal or foreign particles.

Fittings: Drum head to contain One 3/4" and One 2" Tri-Sure or Rieke Plug Flange mechanically inserted, diametrically opposite each other. These flanges to contain 3/4" plug, inserted wrench tight, 2" Plug Hand Tight. Plug gasket to be of Buna N or equivalent material. Each fitting to be designed to accept three or more full threads in flange, plug threads to be of sufficient length that three threads are engaged when plug is screwed tight against flange with gasket in place.

Decoration: Blue bodies include rolling hoops but Blue color is not to extend into 9" Orange band area between rolling hoops. Top and bottom of drum to be Gulf No. 200 Orange. 9" wide area between rolling hoops painted Gulf No. 200 Orange. Rest of drum body including rolling hoops to be Gulf No. 308 Blue. Line where Blue and Orange colors meet must be sharp. Drums to be preheated and painted. Paint to be of good grade and density to give complete and opaque coverage - minimum thickness 1 MIL.

Packing: Approximately 300 empty drums per 40' car or 176 per van.

General Remarks: Bottom head embossed with manufacturer's marks in accordance with DOT Specification 17E.
Weight of each drum approximately 45 lbs. Ocean shipping cube - 10/9.

This Specification supersedes Specification No. 560 dated 5/4/81.

TERMS AND CONDITIONS

1. PERFORMANCE OF THE WORK

1.1 Definitions

- 1.11 The term "work" as used in this Agreement means, unless the context otherwise requires, all work to be performed by CONTRACTOR under this Agreement.
- 1.12 The term "Facility" as used in this Agreement means the product of the work, such as an improvement to real property, designs or data.
- 1.13 The term "material" or "materials" as used in this Agreement means all material, supplies and equipment to be incorporated into the Facility.
- 1.14 The term "affiliate" as used in this Agreement means Chevron Corporation or any company in which Chevron Corporation owns directly or indirectly fifty percent or more of the shares entitled to vote at a general election of directors.
- 1.15 The terms "indemnitee" and "indemnitees" as used in this Agreement mean respectively COMPANY, one of its affiliates or the agent or employee of COMPANY or one of its affiliates and all of them.
- 1.16 The terms "subcontractors" and "vendors" as used in this Agreement mean subcontractors or vendors of any tier.

1.2 Independent Contractor: CONTRACTOR shall be an independent contractor, maintaining complete control over CONTRACTOR's personnel and operations.

1.3 Specifications: CONTRACTOR shall perform the work, including the provision of materials, in accordance with the specifications and exhibits (if any) which are a part of this Agreement and such additional drawings and explanations as COMPANY may provide to CONTRACTOR from time to time to detail and illustrate the work.

1.4 Permits: Unless otherwise provided in this Agreement, CONTRACTOR shall secure all permits make all cash and other deposits, provide all bonds and give all notices required by law in connection with the work.

1.5 Items to be Provided by CONTRACTOR: Unless otherwise provided in this Agreement, CONTRACTOR shall provide all materials, utilities, consumable supplies, tools, construction equipment, and labor, including supervision, necessary for the completion of the work.

1.6 Safety Measures: CONTRACTOR shall perform the work in accordance with safe practices, taking all reasonable precautions to protect the Facility and adjacent facilities, workmen and the public and providing, where reasonably necessary, barriers, guards, temporary bridges, lights and watchmen. While on the premises of COMPANY or its affiliates all of COMPANY's safety rules shall be strictly observed; in particular, smoking shall be limited to such locations and occasions as are specifically authorized in writing by COMPANY. CONTRACTOR shall not perform or permit any act on the premises of COMPANY or its affiliates which involves a fire or explosion hazard, including welding, torch cutting and disposal of debris by burning, without prior written consent of COMPANY.

1.7 Suppliers

- 1.71 COMPANY may nominate bidders for the supply of certain items of material. CONTRACTOR shall request bids on these items from the nominees, and may obtain such other bids as CONTRACTOR may elect.
- 1.72 COMPANY may have available for sale certain materials not products of COMPANY. CONTRACTOR shall purchase such materials offered by COMPANY and its designated affiliates as long as such material is suitable and is competitively priced.
- 1.73 When the work includes purchasing certain materials, CONTRACTOR shall be fully responsible for ordering, expediting, receiving and safeguarding (subject to the provisions of Section 5.3 hereof) all such materials, and for conducting all competitive bidding by and negotiations with the vendors thereof and for paying for materials and enforcing of warranties, unless otherwise provided in this Agreement.

1.8 Labor

- 1.81 CONTRACTOR shall employ labor from that available in the vicinity of the work, and in accordance with the terms of employment prevailing in that vicinity, to the extent that it is practicable and consistent with the timely and efficient prosecution of the work.
- 1.82 CONTRACTOR shall use all reasonable efforts to avoid any disturbances in the existing labor situation which will adversely affect the business of COMPANY, its affiliates or other contractors working in the area.

1.9 Carriers: In connection with transportation of purchased materials, CONTRACTOR shall give consideration to, but shall not be limited to, use of carriers recommended by COMPANY.

2. COMPENSATION

2.1 Changes: COMPANY may make "changes" by adding to, omitting or deviating from the requirements of this Agreement. In the event COMPANY issues any written directive which is not identified as a Change but which CONTRACTOR considers to be a Change, CONTRACTOR shall so notify COMPANY in writing within 10 days after receipt of such directive. If no such timely notice is given, CONTRACTOR shall proceed in accordance with such directive without any adjustment in compensation. If COMPANY originally identifies the directive as a Change, or if CONTRACTOR gives such timely notice and COMPANY agrees that such directive is a Change, CONTRACTOR shall within 10 days after giving such notice or after receipt of the directive advise COMPANY of its proposed adjustment in compensation and COMPANY and CONTRACTOR shall attempt to agree in writing on an appropriate adjustment in compensation resulting from the Change. After such agreement is reached, CONTRACTOR shall proceed with the Change. However, if such notice is given or if COMPANY originally identified the directive as a Change, and in either instance COMPANY and CONTRACTOR fail to agree on whether or not such directive is a Change or fail to agree on an appropriate adjustment in compensation, then COMPANY may issue a written request for CONTRACTOR to proceed in accordance with such directive without such agreement. CONTRACTOR shall comply with such written request, but such compliance shall not prejudice either party's claim that the directive is a Change or, as the case may be, claim for an appropriate adjustment in compensation. After the written request to proceed is issued, any adjustment which is to be made to the compensation shall be determined in accordance with the Exhibit — Compensation Adjustment.

2.2 Taxes: CONTRACTOR shall pay, and CONTRACTOR's compensation provided for hereunder includes an allowance for, all State, Federal and other payroll taxes, including contributions and taxes assessed against employees on wages earned in connection with the work, and CONTRACTOR shall make all reports required by governmental authorities. CONTRACTOR shall also pay, and CONTRACTOR's compensation provided for hereunder includes an allowance for, any and all other taxes or similar charges now or hereafter imposed by any governmental authority upon, measured by or incident to the performance of this Agreement or the purchase, storage, use or consumption by CONTRACTOR of materials, utilities, consumable supplies, tools or construction equipment used in the performance of this Agreement, unless the applicable laws specifically provide that such tax be assessed against and paid by COMPANY.

2.3 Acceptance of Facility: Where provision is made by law for recording Notice of Completion, COMPANY may indicate its Acceptance of the Facility by recording such Notice, otherwise Acceptance shall be on the date COMPANY gives written notice to CONTRACTOR that it is satisfied that the Facility has been completed in accordance with all requirements contained in this Agreement. Acceptance by COMPANY or payment hereunder shall in no way relieve CONTRACTOR of any obligation or liability under this Agreement.

INITIALS

SL

DATE

4/10/86

2.4 Terms of Payment

- 2.41 At the end of each calendar month during the progress of the work, and upon completion of the work, CONTRACTOR shall be entitled to receive 85% of the compensation provided herein for that part of the work performed, including provision of materials, during that month. CONTRACTOR shall be entitled to receive the balance 35 days after Acceptance, provided that there are no undischarged or unsecured liens, attachments, or claims in connection with the work. COMPANY may require, as a condition to any payment, that CONTRACTOR submit evidence by receipted bills, releases and waivers of lien rights or otherwise, that all costs incurred by CONTRACTOR and his subcontractors (if any) in connection with the work have been paid.
- 2.42 Whenever CONTRACTOR is entitled to payment as provided above, COMPANY or CONTRACTOR (as specified on the first page [facing sheet] of this Agreement) shall prepare a statement of amounts so payable. Such statement shall be itemized and in such form as COMPANY and CONTRACTOR agree provided that such statement shall show the total compensation for that part of the work performed, including provision of materials, to the date of the statement, less 15% (except in the statement of the balance) and less previous payments. COMPANY shall pay CONTRACTOR the amount so payable, subject to COMPANY's audit of the statement, and subject to the provisions of Section 2.41 hereof dealing with payment of costs incurred, by check mailed within 20 days after the date payable or, when statement prepared by CONTRACTOR is received after the date payable, within 20 days after receiving CONTRACTOR's statement.

3. DELAYS

- 3.1 Site Readiness: CONTRACTOR shall ascertain from COMPANY that the site is ready before sending materials or workmen thereto.
- 3.2 Delays, Suspensions and Extensions: COMPANY may require CONTRACTOR to suspend performance hereunder completely or partially for whatever length of time COMPANY may elect. The time for completion shall be extended by each period that CONTRACTOR is delayed by (a) COMPANY or another independent contractor who is directly responsible to COMPANY (unless such delay is due to CONTRACTOR's default for example, as provided in Sections 4.1 and 4.2 hereof; (b) an act of God or the elements; (c) any other cause beyond CONTRACTOR's reasonable control; or (d) a labor disturbance.
- 3.3 Damages Due to Delays and Suspensions: COMPANY shall not be liable for any damages, direct, consequential or otherwise, suffered by CONTRACTOR due to delays and suspensions, but where CONTRACTOR is not in default CONTRACTOR shall be entitled to reimbursement for reasonable direct costs caused by delays and suspensions to the extent such delays and suspensions are caused by COMPANY and other independent contractors who are directly responsible to COMPANY. CONTRACTOR shall be obligated to proceed with the work notwithstanding a dispute on reimbursement; such action shall not prejudice either party's claim with respect to reimbursement.

4. INSPECTION, CONDEMNATION, STOPPING WORK

4.1 Inspection

- 4.11 Inspection by COMPANY: COMPANY may visit and inspect the work and materials, or any part thereof, at all times, and CONTRACTOR shall provide safe and proper facilities therefor. CONTRACTOR shall at all times during working hours keep a competent person in the immediate vicinity of the work areas to receive communications from COMPANY and to supervise the performance of this Agreement. When COMPANY determines that a work area is unsafe, COMPANY may stop the part of the work affected until the unsafe condition is corrected.
- 4.12 Inspection by CONTRACTOR: Whenever any part of CONTRACTOR's work depends on existing work or work or material provided by COMPANY or others, CONTRACTOR shall inspect and measure such other work or material and promptly notify COMPANY of each defect or discrepancy in such other work or material which may render it unsuitable for proper execution of CONTRACTOR's work or proper functioning of the Facility. If CONTRACTOR fails to notify COMPANY's representative of any such defect or discrepancy before performing CONTRACTOR's dependent work, and such defect or discrepancy would have been discovered in the course of a reasonably thorough visual inspection and measurement, COMPANY may condemn the work or material involved and CONTRACTOR shall correct such defect or discrepancy on the same basis as if it were defective work by CONTRACTOR under Section 4.2 hereof.

- 4.2 Condemnation: COMPANY may condemn materials provided by CONTRACTOR and all parts of CONTRACTOR's work which are unsound or defective or fail in any way to conform with the requirements of this Agreement. CONTRACTOR shall begin to remove and replace such materials or work within 24 hours after receiving notice thereof from COMPANY. CONTRACTOR shall bear all costs involved in the removal and replacement of such materials and work and in the repair and replacement of any other materials and work necessarily damaged by such removal and replacement. If CONTRACTOR is requested by COMPANY to uncover any part of the Facility for inspection, the cost of uncovering and covering any such part not specifically requiring inspection under this Agreement shall be borne by COMPANY unless the part so uncovered is not in compliance with the requirements of this Agreement.

4.3 Taking Over and Stopping Work

- 4.31 Should CONTRACTOR default in any way in the performance of this Agreement, including failing, refusing or neglecting to supply sufficient material to be supplied by CONTRACTOR hereunder, or tools, or properly skilled workmen to complete the work with reasonable diligence, for 5 days after written notice of such default to CONTRACTOR, COMPANY may, at any time thereafter, take over and complete the work. The cost to COMPANY of completing the work shall be deducted from the unpaid part of CONTRACTOR's compensation. If such cost exceeds any such amount, CONTRACTOR shall reimburse COMPANY for such excess cost. The action by COMPANY of taking over and completing the work shall not constitute a waiver of or election among any other rights or remedies that COMPANY may have against CONTRACTOR.
- 4.32 Should CONTRACTOR or its creditors seek relief under any insolvency law, or CONTRACTOR be adjudged a bankrupt, COMPANY may at any time thereafter terminate this Agreement and take over and complete the work as provided in Section 4.31 hereof, except that any payments due from CONTRACTOR to subcontractors or vendors in connection with the work may be made by COMPANY to such subcontractors or vendors, and be deducted from the amounts otherwise due to CONTRACTOR.
- 4.33 COMPANY may, in its absolute discretion, stop the work at any time, but where CONTRACTOR is not in default, COMPANY shall pay CONTRACTOR for all parts of the work done, including materials provided, in conformity with the requirements of this Agreement plus an amount for reasonable and verified costs of CONTRACTOR incurred in preparation for the parts of the work not yet performed, and in shutting down his operations hereunder, plus an amount for a reasonable part of the profit CONTRACTOR would otherwise have earned; provided, that the amounts payable under this Section 4.33 shall in no event exceed the unpaid part of CONTRACTOR's compensation.

5. LIABILITY

- 5.1 General Liability: CONTRACTOR shall indemnify and save harmless the indemnitees from and against any and all loss, damage, injury, liability and claims thereof for injury to or death of a person, including an employee of CONTRACTOR or an indemnitee, or for loss of or damage to property (except property subject to Sections 5.2 and 5.3 hereof), resulting from CONTRACTOR's performance of this Agreement, including, but not limited to, CONTRACTOR's use of equipment provided by COMPANY or others. Such indemnity shall apply whether or not an indemnitee was or is claimed to be passively, concurrently, or actively negligent, and regardless of the negligence of, and regardless

- of whether liability without fault is imposed or sought to be imposed on one or more of the indemnitees. This indemnity shall not apply to the extent that such indemnification is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and shall not apply where such loss, damage, injury, liability or claim is the result of the sole negligence or willful misconduct of any indemnitee and is not contributed to by any act of, or by any omission to perform some duty imposed by law or contract on, CONTRACTOR, its subcontractor or either's agent or employee.
- 5.2 **Liability for Property of COMPANY and its Affiliate.** CONTRACTOR shall be liable to COMPANY and its affiliates for any loss of or damage to the property of COMPANY and its affiliates (other than the property subject to Section 5.3 hereof) resulting directly or indirectly from CONTRACTOR's performance of this Agreement, regardless of the negligence of COMPANY, its agents, employees, and affiliates, except to the extent that such liability is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement; provided, however, that CONTRACTOR's liability under this Section 5.2 shall be limited to the applicable insurance which CONTRACTOR carries or has others carry and which shall not be less than that provided in Section 6 hereof.
- 5.3 **Liability for the Facility and Materials.** CONTRACTOR shall exercise due care and diligence in the performance of this Agreement and in the care and protection of the Facility and materials. At COMPANY's option, CONTRACTOR shall reconstruct, repair or replace any part of the Facility or materials lost or damaged by any cause whatsoever, including but not limited to those referred to in Section 3.2 hereof, wherever said loss or damage occurs including loss or damage to materials while in transit. In such event COMPANY shall reimburse CONTRACTOR for the costs of such reconstruction, repair or replacement in excess of \$1,000 for each occurrence or in excess of the coverage of any applicable insurance which CONTRACTOR may elect to carry or have others carry, whichever is greater, except costs incurred in reconstruction, repair and replacement of work or materials subject to condemnation by COMPANY prior to loss or damage (whether or not such condemnation was effected) under Section 4.2 hereof, and except costs incurred in order to meet the guarantee(s), if any, contained elsewhere in this Agreement. CONTRACTOR also shall be paid a reasonable profit on that part of such reconstruction, repair or replacement for which cost reimbursement is made. COMPANY shall not be liable for loss or damage to construction equipment, tools, temporary structures, temporary excavations or supplies owned or used by CONTRACTOR or its subcontractors.
- 5.4 **Compliance with Laws and Regulations.** CONTRACTOR shall comply with all laws, regulations, decrees, codes, ordinances, resolutions, and other acts of any governmental authority, including Federal and State labor and tax laws, which are applicable to this Agreement and CONTRACTOR's performance hereunder, and shall indemnify and save COMPANY and its affiliates harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly or indirectly from CONTRACTOR's failure to do so.
- 5.5 **Liens.** CONTRACTOR shall discharge at once or bond or otherwise secure against all liens and attachments which are filed in connection with the work and shall indemnify and save COMPANY, its affiliates, and the owners of the premises on which the work is performed harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly or indirectly from such liens and attachments.
- 5.6 **Patent Rights.** CONTRACTOR shall indemnify and save COMPANY and its affiliates harmless from and against any and all loss, damage, injury, liability and claims thereof for any patent infringement resulting directly or indirectly from CONTRACTOR's performance of the work, including provision of material and designs by CONTRACTOR, and use of tools and other equipment by or for CONTRACTOR in any connection therewith; and shall reimburse COMPANY fully for any royalties, damages or other payments that COMPANY shall be obliged to pay. COMPANY shall have the right to be present and represented by counsel, at its own expense, at all times during litigation and/or other discussions relating to claims of patent infringement arising under this Section 5.6. Neither CONTRACTOR nor COMPANY shall settle or compromise any such litigation without the consent of the other if such settlement or compromise obligates the other to make any payment or part with any property or assume any obligation or grant any license or other rights or be subject to any injunction by reason of such settlement or compromise.
- 5.7 **Costs and Attorneys' Fees.** CONTRACTOR shall promptly pay (a) to any indemnitee all costs and attorneys' fees incurred by such indemnitee resulting directly or indirectly from any and all loss, damage, injury, liability and claims for which CONTRACTOR is obligated to indemnify such indemnitee pursuant to Sections 5.1, 5.4, 5.5 or 5.6 hereof, and (b) to COMPANY all costs and reasonable attorneys' fees in any legal action in which COMPANY or its affiliate prevails, in whole or in part, brought against CONTRACTOR based on a breach of this Agreement.
- 6. INSURANCE**
- 6.1 **Insurance Required.** Without in any way limiting CONTRACTOR's liability pursuant to Section 5 hereof, CONTRACTOR shall maintain the following insurance.
- 6.11 **Worker's Compensation and Employers' Liability Insurance** as prescribed by applicable law, including insurance covering liability under the Longshoremen's and Harbor Workers' Act, the Jones Act and the Outer Continental Shelf Land Act, if applicable.
- 6.12 **Comprehensive General Liability (Bodily Injury and Property Damage) Insurance** including the following supplementary coverages: (a) Contractual Liability to cover liability assumed under this Agreement, (b) Personal Injury Liability with the "employee" and "contractual" exclusions deleted, (c) ~~Product and Completed Operations Liability Insurance~~, (d) Broad Form Property Damage Liability Insurance, and (e) explosion, collapse and underground hazard exclusions deleted. The limit of liability for such insurance shall not be less than \$1,000,000 per occurrence.
- 6.13 **Automobile Bodily Injury and Property Damage Liability Insurance.** Such insurance shall extend to owned, non-owned, and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$250,000 per person/\$500,000 per occurrence for Bodily Injury and \$100,000 per occurrence for Property Damage.
- 6.14 **Hull and Machinery Insurance** on all vessels and barges, if any, used by CONTRACTOR in the performance of this Agreement with a limit equal to or greater than the fair market value of each such vessel and barge.
- 6.15 **Without in any way affecting CONTRACTOR's obligations pursuant to Section 6.11 hereof, if marine work is to be performed hereunder, Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of this Agreement. The limits of liability of such insurance shall not be less than \$500,000 per occurrence.**
- 6.2 **Policy Endorsements:** The above insurance shall include a requirement that the insurer provide COMPANY with 30 days' written notice prior to the effective date of any cancellation or material change of the insurance. The insurance specified in Section 6.11 hereof shall contain a waiver of subrogation against the indemnitees and an assignment of statutory lien, if applicable. The insurance specified in Sections 6.12, 6.13, 6.14 and 6.15 hereof shall:
- (a) name the indemnitees as additional insureds with respect to operations performed hereunder;
- (b) provide that said insurance is primary coverage with respect to all insureds, and
- (c) contain a Standard Cross Liability Endorsement or Severability of Interest Clause which provides that the insurance applies separately to each insured and that the policies cover claims or suits by one insured against the other.
- 6.3 **Evidence of Insurance.** CONTRACTOR shall — before commencing the work — provide COMPANY with certificates or other documentary evidence of the above insurance, satisfactory to COMPANY. Form GO-279-12 may be used for this purpose. CONTRACTOR shall also provide COMPANY a copy of the additional insureds endorsement required under Section 6.2(a).
- 6.4 **Insurance Required from Subcontractors.** Without in any way limiting CONTRACTOR's liability pursuant to Section 5 hereof, CONTRACTOR

shall obtain from its subcontractors, if any, the insurance coverages and endorsements set forth in Sections 6.1, 6.2, and 6.3 excepting that both COMPANY and CONTRACTOR be named additional insured.

7. **ASSIGNMENT:** Neither this Agreement nor money due CONTRACTOR hereunder shall be assigned, sublet or transferred in whole or in part to CONTRACTOR, except with the prior written consent of COMPANY, and any attempt to do so without such written consent shall be void.
8. **CONTRACTOR'S UNDERSTANDING:** Subject to any express provisions elsewhere in this Agreement, it is understood that CONTRACTOR as a result of careful examination, is satisfied as to the nature and location of the work, the conformation and structure of the ground, the character, quality and quantity of the materials to be used, the character of temporary equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which could in any way affect the work under this Agreement. No representations by or oral agreement with any agent or employee of COMPANY, either before or after the execution of this Agreement, shall affect or modify any of CONTRACTOR's rights or obligations hereunder.
9. **CONFIDENTIALITY AND OWNERSHIP OF WORK PRODUCT:** During the performance of work under this Agreement, it may be necessary for COMPANY to make available to CONTRACTOR confidential technical information. CONTRACTOR agrees to use all such information solely for the performance of work under this Agreement and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of COMPANY. Likewise, CONTRACTOR agrees that all technical information developed in connection with the work under this Agreement shall be used solely for the performance of work under this Agreement and shall be held in confidence and not disclosed to any third party without the prior written consent of COMPANY.
Technical information and all other work product developed by CONTRACTOR and/or any of the personnel provided by CONTRACTOR under this Agreement shall be COMPANY's property and may be used or transferred by COMPANY in any manner it finds appropriate. Any and all such work product shall be delivered to COMPANY upon request or upon completion or termination of the work.
10. **RECORDS:** CONTRACTOR and its subcontractors and vendors shall maintain complete and accurate records in connection with the work and all transactions related thereto for at least 24 months from the date of completion of the Facility or Acceptance by COMPANY, whichever is later.
11. **CONFLICTS OF INTEREST:** Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, neither CONTRACTOR nor any director, employee or agent of CONTRACTOR or its subcontractors or vendors shall give to or receive from any director, employee or agent of COMPANY any gift, entertainment or other favor of significant value, or any commission, fee or rebate. Likewise, neither CONTRACTOR nor any director, employee or agent of CONTRACTOR or its subcontractors or vendors shall, without prior written notification thereof to COMPANY, enter into any business relationship with any director, employee, or agent of COMPANY or any affiliate, unless such person is acting for and on behalf of COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to COMPANY. Additionally, in the event of any violation of this Section, including any violation occurring prior to the date of this Agreement, resulting directly or indirectly in COMPANY's consent to enter into this Agreement, COMPANY may, at COMPANY's sole option, terminate this Agreement at any time and notwithstanding any other provision of this Agreement, pay CONTRACTOR only for that work performed prior to the date of termination. Any representative(s) authorized by COMPANY may audit any and all records of CONTRACTOR and its subcontractors and vendors for the sole purpose of determining whether there has been compliance with this Conflicts of Interest section.
12. **REIMBURSABLE COSTS:** If CONTRACTOR's compensation under this Agreement is determined in whole or in part on a reimbursement of costs basis, the costs to be reimbursed shall be only those reasonably necessary to perform the work in an efficient manner in accordance with the time schedule required. COMPANY may from time to time and at any time after the date of this Agreement until twenty-four (24) months after the date of completion of the Facility or Acceptance by COMPANY, whichever is later, make an audit of all records of CONTRACTOR and its subcontractors and vendors in connection with all costs reimbursable under this Agreement. Such audit may also cover CONTRACTOR's procedures and controls with respect to the costs to be reimbursed. Upon completion of this audit, COMPANY shall pay CONTRACTOR any compensation due CONTRACTOR hereunder as shown by the audit. Any amount by which the total payment by COMPANY to CONTRACTOR exceeds the amount due CONTRACTOR as shown by the audit shall be returned to COMPANY. Items of compensation not determined on a reimbursement of costs basis, such as fixed percentages or fixed lump sums, shall not be subject to audit under this Section.
13. **AUDIT ASSISTANCE:** CONTRACTOR shall assist COMPANY in making any audit under Sections 11 or 12 above. CONTRACTOR shall require, and shall require all subcontractors and vendors to require, in all agreements in connection with the work, the agreement of the parties to the provisions of Sections 10, 11, 12 and 13 hereof and shall require such subcontractors and vendors to assist in making any such audits.
14. **HEADINGS:** Headings of Sections and other parts of this Agreement are for quick reference only and are not to be construed as part of this Agreement. In some instances a Section or part contains provisions not covered by the heading thereof; in other instances, a Section or part contains provisions that are described in the heading of another Section or part.
15. **LICENSING OF CONTRACTORS:** The following applies to any person who engages in the business or acts in the capacity of a contractor within California:
Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, 1020 N Street, Sacramento, California 95814.
16. **WAIVER:** The right of either party to require strict performance shall not be affected by any prior waiver or course of dealing.
17. **COMPLIANCE AND AFFIRMATIVE ACTION:** Unless exempted by Federal law, rule, regulation or order, the following clauses contained in the Code of Federal Regulations are incorporated herein by reference, the full text of which will be made available upon request: 32 C.F.R. § 7-103.27 (Disabled and Vietnam Veterans); 32 C.F.R. § 7-103.28 (Handicapped Workers); 32 C.F.R. § 7-103.18 (Equal Opportunity); 32 C.F.R. §§ 7-104.14(a) and (b) (Utilization of Small and Small Disadvantaged Business Concerns); 32 C.F.R. § 7-104.52 and 41 C.F.R. Chapter 1, FPR Temporary Regulation 54, Attachment A (Utilization of Women-Owned Business Concerns). Unless previously provided, if the value of this Agreement exceeds \$10,000, CONTRACTOR shall provide a Certificate of Nonsegregated Facilities to COMPANY.

Certificate of Insurance GO-279-12

This certificate is not an insurance policy. It is evidence of the types of coverages and forms of endorsements existing in regard to the insurance policies specified and neither amends the requirements of the contract to which this certificate pertains, nor amends, extends or alters the coverage afforded by the specified insurance policies or the terms, exclusions and conditions of such policies.

Name & Address of Certificate Holder (Company) Champion USA, P.O. Box 2235, Ball, MI 41201
 (Attention) D. M. Kimbrell
 This is to certify that the (Insurers) A. American Manufacturers Mutual Ins. B. Lumbermens Mutual Insurance Company
Lumbermens Mutual Insurance Company D. Lumbermens Mutual Insurance Company
 have issued policies of insurance as indicated below to (Contractor) Metro Container Corporation
 and are aware that said policies will apply to work performed under Contract No. _____
 between Contractor and Company, _____ dated _____ 19 ____.

Type of Coverage	Amount of Coverage	Policy Number	Expiring
A. Workers' Compensation Employers' Liability	Statutory \$ <u>100,000.</u> per accident \$ <u>500,000.</u> disease-employee \$ <u>100,000.</u> disease-policy	Z85-1247	1/1/87
Longshoremen's and Harbor Workers' Act Jones Act	• \$ _____ • \$ _____		
B. Protection and Indemnity Insurance including coverage for injuries or death of masters, mates and crews. (Name of Vessel) _____	• \$ _____ per occurrence		
C. Comprehensive General Liability Insurance (Bodily Injury and Property Damage) including Contractual Liability, Personal Injury Liability, Completed Operations, and Products Liability, Broad Form Property Damage Liability Insurance and with explosion, collapse and underground hazards exclusion deleted.	BI&PD Combined \$ <u>1,000,000.</u> per occurrence (primary) \$ <u>1,000,000.</u> per occurrence (excess) (Min. \$1,000,000, BI&PD total for primary & excess)	Z85-1249	1/1/87
D. Automobile Liability Insurance extending to owned, non-owned, and hired automobiles.	Bodily Injury \$ <u>1,000,000.</u> per person (Min. \$250,000) \$ <u>1,000,000.</u> per occurrence (Min. \$500,000) Property Damage \$ <u>1,000,000.</u> per occurrence (Min. \$100,000)	Z85-1248	1/1/87

It is further certified that:

- (1) Each of the above policies contains a provision that the policy shall not be cancelled or materially changed without 30 days' prior notice to the holder of this certificate.
- (2) The policies listed under A above contain a waiver of subrogation against Indemnitees.**
- (3) The policies listed under B, C, and D above
 - (a) name Indemnitees as additional insureds with respect to operations performed under Agreement between Company & Contractor;
 - (b) provide that said insurance is primary coverage with respect to all insureds; and
 - (c) contain a Standard Cross Liability Endorsement or Severability of Interest Clauses.

Upon written request by the holder of this certificate, the Insurer or his agent if indicated below will furnish a copy of any policy cited above, certified to be a true and complete copy of the original.

Authorized Representative

By Paul J. Whitaker Title Vice President
 Date 4/7/86 19 ____

*Do not include data for these items unless Marine work will be performed under the above mentioned Agreement.

**Indemnitees is defined to mean Company, one of its affiliates, or the agent, or employee of Company, or one of its affiliates and all of them.

CERTIFICATE OF NONSEGREGATED FACILITIES

CONTRACTOR certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. CONTRACTOR understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. CONTRACTOR understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the Equal Opportunity Clauses required by Executive Order No. 11246 of September 24, 1965, and the regulations of the Secretary of Labor set out in 33 F.R. 7804 (May 28, 1968). CONTRACTOR further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clauses; that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 F.R. 7439, May 19, 1967), and as required by the regulations of the Secretary of Labor set out in 33 F.R. 7804 (May 28, 1968) and as they may be amended, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clauses. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually or annually).

Melroe Contractors Corp.
CONTRACTOR OR COMPANY
2nd + Pine Streets
ADDRESS
Trainer, Pa 19013
CITY, STATE, & ZIP CODE

BY Sidney King
TITLE President
DATE 4/10/86

Return to:

Attention: _____

STANDING CONTRACT INSTRUCTIONS

SCOPE OF CONTRACT

1. This contract becomes effective upon both our signature and remains in effect until April 15, 1986 unless terminated in writing by either party.
2. The latest rate schedule upon which you and the Company have agreed is attached to and will become a part of the contract.
3. Do not charge materials on this contract unless installed by the Contractor.

STANDING CONTRACT PROCEDURES WILL BE AS FOLLOWS:

1. A representative of the Company, in most cases the Maintenance Dispatcher, will contact you outlining the services to be performed.
2. A release number will be issued for each maintenance call.
3. Prior to going to the location to perform the service, an MS-279-INV form should be partially completed, showing the following information:
 - a. Contractor's name and address
 - b. Release number
 - c. Contractor number
 - d. Name of person authorizing work
 - e. Date work was authorized.
 - f. Location number (two numbers will be given-use both)
 - g. Location address
 - h. Description of work to be performed.
4. When the work is complete, the following must be completed prior to leaving the site:
 - a. The contractor shall list on the MS-279-INV the hours of operation.
 - b. The contractor shall list the names of the workers used and the number of hours charged for each.

Do Not list prices or rates for items a. and b.

 - c. The contractor shall sign and date the MS-279-INV, and have the plant or station manager acknowledge and date in the spaces provided.
5. The completed MS-279-INV submitted for payment must also show:
 - a. Hourly rate per person.
 - b. Total labor charge
 - c. Materials costs-attach invoices for purchases in excess of \$100.00.
 - d. Material mark-up.
 - e. Equipment fee per hour and total equipment charges
 - f. Subcontractor charges. Attach invoices.
 - g. Total material charge
 - h. Mileage rate, number of miles, and total
 - i. Grand total

INITIALS IL

DATE 4/10/86

6. After completion of the MS-279-INV, you must retain the last copy and forward all other copies to Chevron, U.S.A., Inc./Gulf P. O. Box 2235, Baltimore, MD 21203 Attention: Maintenance Supervisor.
7. Maintenance Dispatch will monitor quality of work completed.
8. This contract must be signed and returned by: April 10, 1986
9. When justified, any changes in contractor rates and material charges should be submitted one year from date or existing labor rates.

If you have any questions, please call Barbara Karoly, Maintenance Supervisor at 301-337-5300.

Metro Containers Corp.
Company

Sidney Kay

Contractor's Signature



Chevron U.S.A. Inc.

111-25
Contract

Contract Number M16CMA02446X

Chevron U.S.A. Inc. hereafter referred to as **COMPANY**, and the undersigned, hereafter identified as **CONTRACTOR**, hereby mutually agree on May 12, 19 86, that **CONTRACTOR** shall perform for **COMPANY**, at or near 30th 3001 Penrose Ave., ~~South of~~ Philadelphia, State of PA

~~The work shall be in accordance with the~~ ~~dated~~ ~~not certified~~
Drum reconditioning as set forth in Project #MA0115-C.
Separate releases will be issued by an authorized Company representative.

~~As an improvement to the property of COMPANY by affixing thereon, whatever material or device it may desire to become an~~
~~integral part of such work property, under the Terms and Conditions hereof, and in accordance with the above specification~~
~~which Terms and Conditions and Specifications, attached hereto, are part of this Agreement; and listed below.~~

- 1.) GO-279 Terms & Conditions
- 2.) Certificate of non-segregated facilities
- 3.) Certificate of Insurance

COMPANY shall pay **CONTRACTOR**, in accordance with statements prepared by contractor a compensation of \$6.15 per drum based on contractors quotation dated April 30, 1986. Drum pick-up may be requested on a daily basis. This contract superseded contract number MS6CMA01366X.

Term of Contract: May 16, 1986 thru May 15, 1987

The work shall be commenced as released by authorized Company representative.
diligently prosecuted, and completed

A payment and performance bond in terms and executed by a surety company satisfactory to **COMPANY** shall be furnished to **COMPANY** in the sum of
(No bond required unless an amount is entered above.)

CONTRACTOR

Chevron U.S.A. Inc.

By _____

By  _____

And _____

And _____

Witness _____

CONTRACTOR'S State License No. _____
(Where required by State Law)

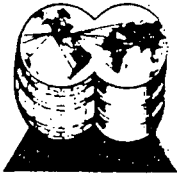
Communications to **CONTRACTOR** should be addressed to the attention of Sidney Levy
Metro Container Corporation
Second & Price Streets
Trainer, PA 19016

Communications to **COMPANY** should be directed to the attention of B. K. Karoly
Chevron U.S.A., Inc.
P.O. Box 2235
Baltimore, MD 21203

Facility Completed				Superintendent or Foreman	
Invoice No.	Date	Amount	Date Received	Charge Account No.	Job No.
Remarks					

Note: If **CONTRACTOR** is incorporated, execution shall be by an authorized officer of the corporation and corporate seal affixed and attested to by the Secretary. If **CONTRACTOR** is not incorporated, signatures should be witnessed by an employee of **COMPANY**, if practicable; if not, by a disinterested party.

GO-279-WOI (CD-1-77)
Printed in U.S.A.



Metro Container Corp

POST OFFICE BOX A

SECOND & PRICE STREETS

TRAINER, PENNSYLVANIA 19016

~~XXXXXXXX~~ TELEPHONES (215) ~~XXXXXX~~ 485-6100



M-26

April 30, 1986

Ms. B.K. Karoly
Chevron, U.S.A. Inc.
P.O. Box 2235
Baltimore, MD 21203

Dear Ms. Karoly,

Further to our conversation of Tuesday, April 28th.

We would like to offer the following for your consideration.

Assuming a continuation of the one load a week with which we have been favored, we maintain the same price of six dollars and fifty five cents (\$6.55) per drum F.O.B. your Philadelphia Refinery.

As an alternate quote, we would ask that you consider the following.

For a minimum of three thousand (3000) drums per month or approximately three (3) loads per week, the price of six dollars and fifteen cents (\$6.15) per drum F.O.B. your Philadelphia Refinery.

As the largest reconditioner in this area, we are fully equipped to handle any quantity of drums shipped directly to our plant. We have performed this service for many other customers for many years.

You already have in your possession our certificate of insurance.

It has been our pleasure to serve Gulf for many years and we hope that we may look forward to a continuation of this excellent relationship with Chevron.

Very truly yours,

Sidney S. Levy
President

SSL: dh
Enc.

INITIALS _____

DATE _____

Bid Opened by: [Signature]

Date: 5-7-86

Witnessed by: [Signature]
W. M. Brown

EXHIBIT 1

April 30, 1986
(Dated)

BID FOR RECONDITIONING
55-GAL. DRUMS
PHILADELPHIA LUBE PLANT
PHILADELPHIA, PA

Chevron U.S.A, Inc.
Attn: B. K. Karoly
P.O. Box 2235
Baltimore, MD 21203

Gentlemen:

We hereby submit our proposal for above-referenced project in compliance with Contract Bid Request dated April 18, 1986. All work will be in accordance with Commercial Drum Reconditioning, Scope of Work, and related contract documents.

Being familiar with all of the conditions pertaining to Chevron/Gulf Container specifications and Returnable Steel Drum Program, we propose to furnish all labor, material, equipment and services necessary and required by the contract documents for the work required, at the rates shown below:

<u>Item Description</u>	<u>Cost per</u> <u>55-gal. Drum</u>
1. Drum reconditioning cost(including freight to deliver reconditioned drums F.O.B. Chevron's facility).	<u>\$ 6.55</u> 6.15 See attached letter
2. Cost, if any, per drum for handling, if Chevron Jobber delivers drums to drum reconditioning plant (this cost should not include the cost of reconditioning or freight back to Chevron plant).	<u>\$ No charge</u>
3. Cost, if any, for drum pick-up at the Philadelphia Lube Plant	<u>\$ No charge</u>
4. Purchase price to buy defective drums	

Certificate of Insurance GO-279-12

This certificate is not an insurance policy. It is evidence of the types of coverages and forms of endorsements existing in regard to the insurance policies specified and neither amends the requirements of the contract to which this certificate pertains, nor amends, extends or alters the coverage afforded by the specified insurance policies or the terms, exclusions and conditions of such policies.

Name & Address of Certificate Holder (Company) Chiron USA, P.O. Box 2235, Kent, MI 48505
(Attention) B. M. Gumbert
This is to certify that the (Insurers) A. American Manufacturers Mutual Ins. B. Lumbermens Mutual Insurance Company D. Lumbermens Mutual Insurance Company
have issued policies of insurance as indicated below to (Contractor) Metro Container Corporation
and are aware that said policies will apply to work performed under Contract No. _____
between Contractor and Company, _____ dated _____ 19____.

Type of Coverage	Amount of Coverage	Policy Number	Expiring
A. Workers' Compensation Employers' Liability	Statutory \$ <u>100,000.</u> \$ <u>500,000.</u> per accident \$ <u>100,000.</u> disease-employee disease-policy	Z85-1247	1/1/87
Longshoremen's and Harbor Workers' Act Jones Act	* \$ _____ * \$ _____		
B. Protection and Indemnity Insurance including coverage for injuries or death of masters, mates and crews. (Name of Vessel) _____	* \$ _____ per occurrence		
C. Comprehensive General Liability Insurance (Bodily Injury and Property Damage) including Contractual Liability, Personal Injury Liability, Completed Operations, and Products Liability, Broad Form Property Damage Liability Insurance and with explosion, collapse and underground hazards exclusion deleted.	BI&PD Combined \$ <u>1,000,000.</u> per occurrence (primary) \$ <u>1,000,000.</u> per occurrence (excess) (Min. \$1,000,000, BI&PD total for primary & excess)	Z85-1249	1/1/87
D. Automobile Liability Insurance extending to owned, non-owned, and hired automobiles.	Bodily Injury \$ <u>1,000,000.</u> per person (Min. \$250,000) \$ <u>1,000,000.</u> per occurrence (Min. \$500,000) Property Damage \$ <u>1,000,000.</u> per occurrence (Min. \$100,000)	Z85-1248	1/1/87

It is further certified that:

- (1) Each of the above policies contains a provision that the policy shall not be cancelled or materially changed without 30 days' prior notice to the holder of this certificate.
- (2) The policies listed under A above contain a waiver of subrogation against Indemnitees.**
- (3) The policies listed under B, C, and D above
 - (a) name Indemnitees as additional insureds with respect to operations performed under Agreement between Company & Contractor;
 - (b) provide that said insurance is primary coverage with respect to all insureds; and
 - (c) contain a Standard Cross Liability Endorsement or Severability of Interest Clauses.

Upon written request by the holder of this certificate, the Insurer or his agent if indicated below will furnish a copy of any policy cited above, certified to be a true and complete copy of the original.

Authorized Representative

By Karl J. White Title Vice President
Date 4/7/86

*Do not include data for these items unless Marine work will be performed under the above mentioned Agreement.

**Indemnitees is defined to mean Company, one of its affiliates, or the agent, or employee of Company, or one of its affiliates and all of them.

CERTIFICATE OF NONSEGREGATED FACILITIES

CONTRACTOR certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments; and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. CONTRACTOR understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. CONTRACTOR understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations; under his control, where segregated facilities are maintained is a violation of the Equal Opportunity Clauses required by Executive Order No. 11246 of September 24, 1965, and the regulations of the Secretary of Labor set out in 33 F.R. 7804 (May 28, 1968). CONTRACTOR further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clauses; that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 F.R. 7439, May 19, 1967), and as required by the regulations of the Secretary of Labor set out in 33 F.R. 7804 (May 28, 1968) and as they may be amended, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clauses. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually or annually).

Metro Container Corp.

CONTRACTOR OR COMPANY

Second & Price Sts. P.O. Box A

ADDRESS

Trainer, PA 19016

CITY, STATE, & ZIP CODE

Return to:

Attention:

BY

Sandy L. King

TITLE

President

DATE

April 30, 1986

Exhibit 6

**Commercial Drum Reconditioning
Minimum Scope of Work**

1. Terms:

This will be a non-exclusive agreement, which may be cancelled by either party upon 90 days written notice.

2. Inspection:

Chevron reserves the right for Chevron Representative(s) to enter the Contractor's facility for purposes of conducting on premise inspections.

3. Receipts:

Contractor will verify quality and quantity of returned drums as covered in Items 4, 5 & 6. Contractors will tally the number of returned empty drums against the S-1520 (Empty Drum Credit Control) accompanying the load or other shipping documents presented at time of delivery. In the event Chevron Form S-1520 is not included with the shipment, Contractor is responsible for the preparation of a "Memo - S-1520.

Contractor will record the number of defective drums and any shortages on the S-1520 accompanying the load in spaces provided. Contractor will also quote his purchase price to buy the defective drums. The corrected S-1520 will be forwarded to Company Representative who will advise the shipper of rejections and price offered by Contractor. Company representative will advise Contractor of any further action required upon reaching a settlement with shipper. Regardless of circumstances, duplicate (yellow) copy is to be forwarded daily to the appropriate Chevron Representative.

Chevron U.S.A. Inc.

Attn: W. A. Baker

Address 30th & Penrose Ave., Gate No. 2

City/State/Zip Philadelphia, PA 19145

Phone: 215-339-7324

(Field to insert appropriate data.)

4. Grading:

Contractor will be responsible to inspect all drums upon receipt to determine drum quality. Drums received which do not meet drum quality specifications will be considered "rejected" and held for inspection by a Chevron Representative. Chevron Representative will determine disposition of

rejected drums and prepare appropriate Company documentation. Contractor will correct his stock records based on Chevron Representative's disposition advice. Contractor will hold rejected drums (not acceptable for returnable service) for a period of up to 90 days for inspection and disposition instructions.

5. **Identification:**

For additional guidance refer to "Returnable Steel Drum Program" brochure and the attached Exhibit 7.

(Field Divisions to attach copies with Bid Pkg.)

6. **Storage:**

Contractor will physically segregate all Chevron drums from all other drums which might be handled by the Contractor.

7. **Inventory:**

Contractor will provide a monthly Stock Accounting report. See Exhibit B for format and information required. Completed report is to be mailed by the 5th working day of each month to the Chevron Representative designated in Item 3, page 1.

8. **Records:**

Contractor will perform required recordkeeping activities on a daily basis.

- a. Evaluation of receipts.
- b. Stock control.

9. **Orders:**

Contractor to respond to Chevron filling plant orders for reconditioned drums within 48 hours. Should supply not be available to fill a given order, immediate reply to the order originator is required.

10. **Delivery:**

Contractor will delivery reconditioned drums to the following Chevron Plant:

Chevron U.S.A. Inc.

Attn: W. A. Baker

Adress 30th & Penrose Ave., Gate No. 2

City/State/Zip Philadelphia, PA 19145

Phone: 215-339-7324

(Field to fill in as appropriate.)

Contractor guarantees that all drums delivered to Chevron filling operations will be in a "ready to fill" status with bungs and new gaskets installed. Chevron drums will meet all D.O.T. requirements which include full pressure testing and certification by Contractor. All drums delivered will be identified with Contractor's D.O.T. registration number. All drums will be painted Chevron Blue (BL-370-S), unless otherwise specified. All drums delivered by the Contractor will comply with all applicable federal, state, and local regulations involving the use of steel drums for petroleum products.

11. **Billing:**

Contractor to invoice Chevron for reconditioning services on an individual order basis utilizing Chevron Standing Contract Invoice MS-239-INV. Forms will be supplied by Chevron. Refer to Exhibit 9 for preparation instructions. Invoices are to be forwarded for payment.

A separate contractual agreement will be made for each Chevron Plant in the event that a Contractor supplies reconditioned drum to more than one Chevron filling facility.

12. **Volume:**

Chevron is not able to commit to any minimum volumes due to variables in plant operations; however, as a courtesy to Contractor's planning needs, Chevron estimates the yearly volume requirements at the Philadelphia facility will be between 100,000 to 125,000 drums per year.

(Division to supply required information.)

13. **Stock Loss:**

Contractor is responsible to account for all Chevron drums. Contractor's records will be subject to audit. Drums not reconciled at time of audit will be replaced by an equivalent Chevron type drum or contractor will be billed at current replacement cost.

* CONTAINER SPECIFICATION 030 to 047

FOR: Steel Drums

DESCRIPTION: NRD Rec. Blue
NRD Rec. 20/18 ga. Blue55-Gallon Drum - Tight HeadNo. 1 GradeStructure

- (a) Chime shall be rolled tight and to original contour.
- (b) Head shall be smooth, and free of dents which would interfere with various methods of identification, and conform to original contour.
- (c) Plugs shall be clean, free of worn or damaged threads, equipped with new gaskets and capable of providing a leak-proof closure.
- (d) Flanges shall be free of worn or damaged threads. Threads shall be clean, and face of flange shall be smooth, capable of providing a leak-proof closure. Closure shall permit sealing.
- (e) Bodies cylindrical and to conform to original contour. Slight dents, not more than 1/4 in. in depth or 3 in. in maximum dimensions permitted, but shall not exceed six in number, provided the overall effect does not detract from the appearance of the drum.
- (f) Rolling hoops shall conform to original contour. No sharp dents permitted.
- (g) No chime welds permitted, side seam welds not to exceed one in number or more than 3 in. long; head and body welds not to exceed 1/2 in.
- (h) All drums must be structurally sound, and conform to original contour. They must be tested for leaks, using no less than 7 lbs. P.S.I. internal air pressure while drum is submerged in water, or by other approved method.
- (i) Drums must comply with requirements of Rule 40.

Surface Finish

- (a) Interior shall be completely free of rust and other foreign material. Interior must also be free from moisture.
- (b) Exterior shall be completely free of rust and other foreign material, painted with a good grade of paint in sufficient density to give a complete and opaque coverage with smooth finish. Free of hand or glove marks.
- (c) Drum reconitioner is to show his registered symbol on each reconditioned drum.

- Container: Reconditioned 55-Gallon Steel Oil Drum
- Style: Gulf Style A - closed type with two openings in top head.
- Capacity: 57.2 minimum gallons - 57.75 maximum gallons.
- Dimensions:
- | | | |
|------------------------------|------------------------|-----------|
| Diameter over rolling hoops | 23 15/32 | +0, -1/16 |
| Overall height | 34 3/4 | +1/8 |
| Center to center of fittings | 17 1/2 | +1/4 |
| Convexity of each head | 9/16 | +3/16 |
| All other height dimensions) | Shown or sketch | +1/8 |
| All other dimensions) | on back of this sheet. | +1/16 |
- Fittings: Drum head to contain one 3/4" and one 2" Tri-Sure or ~~like plug as manu-~~ manufactured by American Flange & Manufacturing Company or the Rieke Corporation. Replacement plugs and gaskets may be purchased from the manufacturers or their agents with prior approval and at the discretion of the appropriate purchasing authority.
- Gasket: New Buna N or equivalent.
- Decoration: Blue bodies include rolling hoops but Blue color is not to extend into 9" Orange band area between rolling hoops. Top and bottom of drum to be Gulf No. 200 Orange. 9" wide area between rolling hoops painted Gulf No. 200 Orange. Rest of drum body including rolling hoops to be Gulf No. 308 Blue. Line where Blue and Orange colors meet must be sharp. Drums to be preheated and painted. Paint to be of good grade and density to give complete and opaque coverage - minimum thickness 1 MIL.
- Materials & Construction: Commercial, cold-rolled, 18-gauge steel plate with rolled or pressed-in hoops and welded side seams. Container to conform with Rule 40 of Uniform Freight Classification, DOT Specifications 17E. Chime shall be rolled tight and to original contour. Head to be smooth, free of dents which would interfere with product identification, and should conform to original contour. Plugs to be clean, free of worn or damaged threads, equipped with new gaskets and capable of providing leak-proof closures. Flanges to be free of damaged threads and face of flange shall be smooth, capable of providing leak-proof closures. Closures shall permit cap sealing. Bodies cylindrical to conform to original contour. Slight dents, not more than 1/4" in depth or 3" in diameter permitted but shall not exceed six in number. Rolling hoops shall conform to original contour. No sharp dents permitted. No chime welds permitted, side seam welds not to exceed one in number and not more than 3" long. Head and body welds not to exceed 1/2". All drums must be structurally sound, rust free. They must be tested for leaks, using no less than 7 lbs. (P.S.I.) internal air pressure while drum is submerged in water, or by other approved method. Interior of drum must be moisture-free. Interior and exterior must be free of foreign material. Drum plugs to be wrench-tight after clearing.
- Packing: Approximately 300 empty drums per 40' car or 176 per van.
- General Remarks: Each drum to be marked with drum reconditioner's identifying symbol. Weight of each drum approximately 45 lbs. Ocean shipping cube - 10/9.

This specification supersedes Specification No. 561 dated 5/4/81.

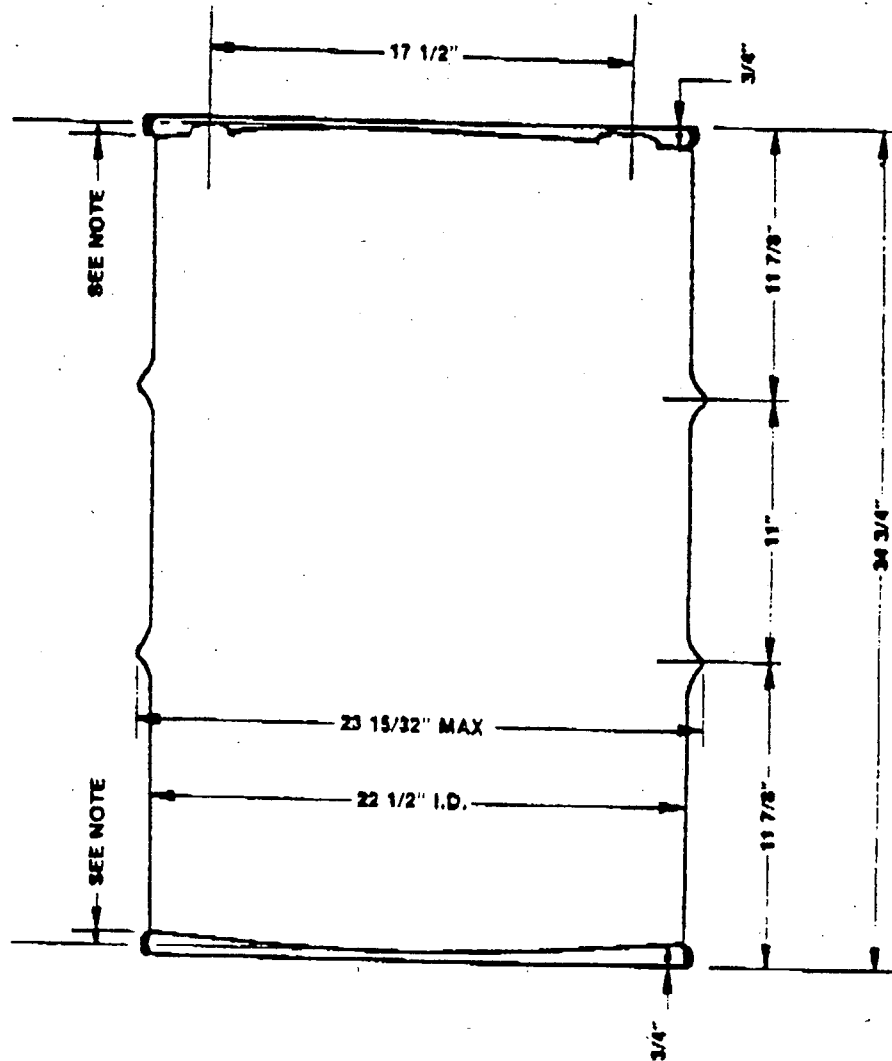
GULF OIL CORPORATION

Shown on Sketch: CONTAINER SPECIFICATION NO. 560

55 U. S. GALLON TIGHT-HEAD UNIVERSAL DRUMS
(DOT-17E)

CONTAINER SPECIFICATION NO. 561

Reconditioned 55-Gallon Steel Oil Drum



NOTE: CONVEXITY OF EACH HEAD

$9.15" \pm 3.16"$

Revised 11/30/83

Container: Reconditioned 55-gal. Converted 400-lb. Drum

Style: Full Open Head - Gulf Style A/D

Capacity: Minimum 55 gallons

Dimensions:

Diameter over rolling hoops	23 27/32	+1/16
Diameter over false wire	23 1/2	+1/16
Overall height	34 5/16	+1/2
Height, cover off	34	+1/2
Convexity of bottom head	9/16	+3/16
All other height dimensions)	Shown on sketch	+1/8
All other dimensions)on back of this sheet.	+1/16

Fittings: Fully removable head with one 3/4" and one 2" Tri-Sure type ~~or Reike-plug flange~~ as manufactured by American Flange & Manufacturing Company ~~or Reike Corp.~~ Replacement plugs may be purchased from American Flange ~~or Allen Stevens~~. "Spin Seal" or equivalent outside bolted locking ring. The circumference of this ring should be such that there will be approximately 3/4" space between ends of ring when fully tightened. When specified by customer request, drums will need 2" plugs on side of drums between rolling hoops.

Gasket: New flowed-in oil-proof type in removable head is preferred but new cellulose tubular type is acceptable. Plugs to have new Buna N gaskets or equivalent.

Decoration: Blue bodies include rolling hoops but Blue color is not to extend into 9" Orange band area between rolling hoops. Top and bottom of drum to be Gulf No. 200 Orange. 9" wide area between rolling hoops painted Gulf No. 200 Orange. Rest of drum body including rolling hoops to be Gulf No. 308 Blue. Line where Blue and Orange colors meet must be sharp. Drums to be preheated and painted. Paint to be of good grade and density to give complete and opaque coverage, minimum thickness 1 MIL.

Materials & Construction: Commercial, cold-rolled, 18-gauge steel plate with rolled in or pressed in hoops and welded side seams. Container to conform with Rule 40 of Uniform Freight Classification. Bottom chime shall be rolled tight to original contour. Top head of open head shall be in original contour, free of dents and making a perfect seal. Plugs to be clean, free of worn or damaged threads, equipped with new gaskets and capable of providing leak-proof closures. Flanges to be free of damaged threads and face of flange shall be smooth, capable of providing leak-proof closures. Closures shall permit cap sealing. Bodies cylindrical to conform to original contour. No sharp dents permitted. No chime welds permitted, side seam welds not to exceed one in number and not more than 3" long. Head and body welds not to exceed 1/2". All drums must be structurally sound, rust free. They must be tested for leaks, using no less than 7 lbs. (P.S.I.) internal air pressure while drum is submerged in water, or by other approved method. Interior of drum must be moisture-free. Interior and exterior must be free of foreign material.

Packing: Approximately 300 empty drums per 40' car or 176 per van.

General

Remarks: Each drum to be marked with drum reconditioner's identifying symbol. Weight of each approximately 47 lbs. Ocean shipping cube 11/8.

This revision supersedes Container Specification No. 586 dated 9/5/79.

M-37

GULF OIL CORPORATION

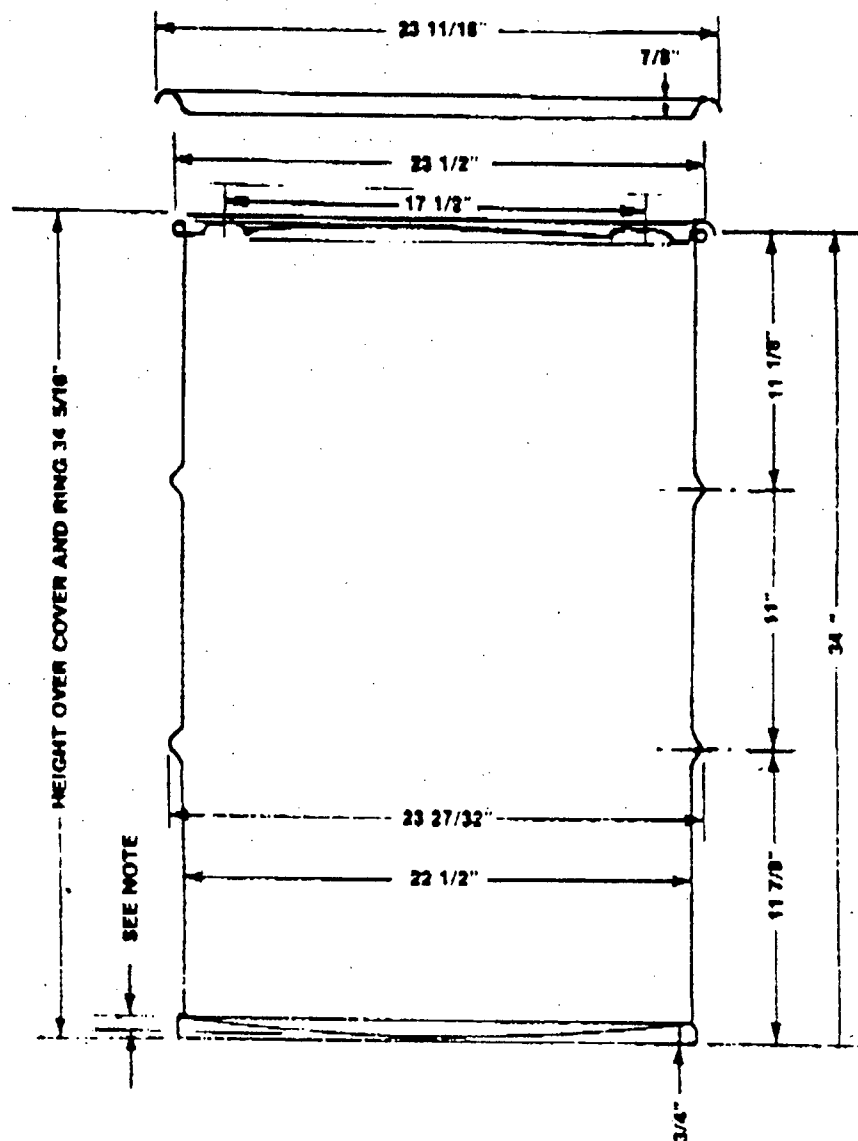
CONTAINER SPECIFICATION NO. 586

Container: Reconditioned and Converted 400-lb. Drum

DIMENSIONS

55 U.S. GAL FULL-REMOVABLE-HEAD DRUMS

Full Open Head - Gulf Style A/D



NOTE. CONVEXITY OF BOTTOM HEAD

9/16" : 3/16"

COMMERCIAL RECONDITIONER - MONTHLY STOCK REPORT

Name: _____

Address: _____

Month: _____ Yr. _____

City/St./Zip: _____

Chevron Drums

Activity Description		In	Out	
Opening Inventory:	Note A	X		
Receipts:	Note B	X		
Adjustments:	Note C		X	
Rebrands:	Note D	X	X	
Deliveries:	Note E		X	
Closing Inventory:	Note F		X	
Loss / Gain:				--

Notes:

- A) Carried forward from previous month's closing inventory (based on physical tally).
- B) Total of empty drums returned to reconditioner by C/A's, Jobbers and Chevron customers.
- C) Record in/out inventory adjustments generated by Chevron Representative to recognize disposition of rejected drums (out).
- ~~D) Record H&D's downgraded to non-H&D (out) service or vice versa (in) as approved by Company Representative.~~
- E) Reconditioned empty drums delivered to Chevron U.S.A.
- F) Physical count of drum inventory taken at month end (last working day).
- G) Loss/gain - notation of inventory variance.

7

TERMS AND CONDITIONS

1. PERFORMANCE OF THE WORK

1.1 Definitions

- 1.11 The term "work" as used in this Agreement means, unless the context otherwise requires, all work to be performed by CONTRACTOR under this Agreement.
- 1.12 The term "Facility" as used in this Agreement means the product of the work, such as an improvement to real property, designs or data.
- 1.13 The term "material" or "materials" as used in this Agreement means all material, supplies and equipment to be incorporated into the Facility.
- 1.14 The term "affiliate" as used in this Agreement means Chevron Corporation or any company in which Chevron Corporation owns directly or indirectly fifty percent or more of the shares entitled to vote at a general election of directors.
- 1.15 The terms "indemnitee" and "indemnities" as used in this Agreement mean respectively COMPANY, one of its affiliates or the agent or employee of COMPANY or one of its affiliates and all of them.
- 1.16 The terms "subcontractors" and "vendors" as used in this Agreement mean subcontractors or vendors of any tier.

1.2 Independent Contractor: CONTRACTOR shall be an independent contractor, maintaining complete control over CONTRACTOR's personnel and operations.

1.3 Specifications: CONTRACTOR shall perform the work, including the provision of materials, in accordance with the specifications and exhibits (if any) which are a part of this Agreement and such additional drawings and explanations as COMPANY may provide to CONTRACTOR from time to time to detail and illustrate the work.

1.4 Permits: Unless otherwise provided in this Agreement, CONTRACTOR shall secure all permits make all cash and other deposits, provide all bonds and give all notices required by law in connection with the work.

1.5 Items to be Provided by CONTRACTOR: Unless otherwise provided in this Agreement, CONTRACTOR shall provide all materials, utilities, consumable supplies, tools, construction equipment, and labor, including supervision, necessary for the completion of the work.

1.6 Safety Measures: CONTRACTOR shall perform the work in accordance with safe practices, taking all reasonable precautions to protect the Facility and adjacent facilities, workmen and the public and providing, where reasonably necessary, barriers, guards, temporary bridges, lights and watchmen: While on the premises of COMPANY or its affiliates all of COMPANY's safety rules shall be strictly observed; in particular, smoking shall be limited to such locations and occasions as are specifically authorized in writing by COMPANY. CONTRACTOR shall not perform or permit any act on the premises of COMPANY or its affiliates which involves a fire or explosion hazard, including welding, torch cutting and disposal of debris by burning, without prior written consent of COMPANY.

1.7 Suppliers

- 1.71 COMPANY may nominate bidders for the supply of certain items of material. CONTRACTOR shall request bids on these items from the nominees, and may obtain such other bids as CONTRACTOR may elect.
- 1.72 COMPANY may have available for sale certain materials not products of COMPANY. CONTRACTOR shall purchase such materials offered by COMPANY and its designated affiliates as long as such material is suitable and is competitively priced.
- 1.73 When the work includes purchasing certain materials, CONTRACTOR shall be fully responsible for ordering, expediting, receiving and safeguarding (subject to the provisions of Section 5.3 hereof) all such materials, and for conducting all competitive bidding by and negotiations with the vendors thereof and for paying for materials and enforcing of warranties, unless otherwise provided in this Agreement

1.8 Labor

- 1.81 CONTRACTOR shall employ labor from that available in the vicinity of the work, and in accordance with the terms of employment prevailing in that vicinity, to the extent that it is practicable and consistent with the timely and efficient prosecution of the work.
- 1.82 CONTRACTOR shall use all reasonable efforts to avoid any disturbances in the existing labor situation which will adversely affect the business of COMPANY, its affiliates or other contractors working in the area.

1.9 Carriers: In connection with transportation of purchased materials, CONTRACTOR shall give consideration to, but shall not be limited to, use of carriers recommended by COMPANY.

2. COMPENSATION

2.1 Changes: COMPANY may make "changes" by adding to, omitting or deviating from the requirements of this Agreement. In the event COMPANY issues any written directive which is not identified as a Change but which CONTRACTOR considers to be a Change, CONTRACTOR shall so notify COMPANY in writing within 10 days after receipt of such directive. If no such timely notice is given, CONTRACTOR shall proceed in accordance with such directive without any adjustment in compensation. If COMPANY originally identifies the directive as a Change, or if CONTRACTOR gives such timely notice and COMPANY agrees that such directive is a Change, CONTRACTOR shall within 10 days after giving such notice or after receipt of the directive advise COMPANY of its proposed adjustment in compensation and COMPANY and CONTRACTOR shall attempt to agree in writing on an appropriate adjustment in compensation resulting from the Change. After such agreement is reached, CONTRACTOR shall proceed with the Change. However, if such notice is given or if COMPANY originally identified the directive as a Change, and in either instance COMPANY and CONTRACTOR fail to agree on whether or not such directive is a Change or fail to agree on an appropriate adjustment in compensation, then COMPANY may issue a written request for CONTRACTOR to proceed in accordance with such directive without such agreement. CONTRACTOR shall comply with such written request, but such compliance shall not prejudice either party's claim that the directive is a Change or, as the case may be, claim for an appropriate adjustment in compensation. After the written request to proceed is issued, any adjustment which is to be made to the compensation shall be determined in accordance with the Exhibit — Compensation Adjustment.

2.2 Taxes: CONTRACTOR shall pay, and CONTRACTOR's compensation provided for hereunder includes an allowance for, all State, Federal and other payroll taxes, including contributions and taxes assessed against employees on wages earned in connection with the work, and CONTRACTOR shall make all reports required by governmental authorities. CONTRACTOR shall also pay, and CONTRACTOR's compensation provided for hereunder includes an allowance for, any and all other taxes or similar charges now or hereafter imposed by any governmental authority upon, measured by or incident to the performance of this Agreement or the purchase, storage, use or consumption by CONTRACTOR of materials, utilities, consumable supplies, tools or construction equipment used in the performance of this Agreement, unless the applicable laws specifically provide that such tax be assessed against and paid by COMPANY.

2.3 Acceptance of Facility: Where provision is made by law for recording Notice of Completion, COMPANY may indicate its Acceptance of the Facility by recording such Notice; otherwise Acceptance shall be on the date COMPANY gives written notice to CONTRACTOR that it is satisfied that the Facility has been completed in accordance with all requirements contained in this Agreement. Acceptance by COMPANY or payment hereunder shall in no way relieve CONTRACTOR of any obligation or liability under this Agreement.

INITIALS _____

DATE _____

2.4 Terms of Payment

- 2.41 At the end of each calendar month during the progress of the work, and upon completion of the work, CONTRACTOR shall be entitled to receive 85% of the compensation provided herein for that part of the work performed, including provision of materials, during that month. CONTRACTOR shall be entitled to receive the balance 35 days after Acceptance, provided that there are no undischarged or unsecured liens, attachments, or claims in connection with the work. COMPANY may require, as a condition to any payment, that CONTRACTOR submit evidence by receipted bills, releases and waivers of lien rights or otherwise, that all costs incurred by CONTRACTOR and his subcontractors (if any) in connection with the work have been paid.
- 2.42 Whenever CONTRACTOR is entitled to payment as provided above, COMPANY or CONTRACTOR (as specified on the first page [facing sheet] of this Agreement) shall prepare a statement of amounts so payable. Such statement shall be itemized and in such form as COMPANY and CONTRACTOR agree provided that such statement shall show the total compensation for that part of the work performed, including provision of materials, to the date of the statement, less 15% (except in the statement of the balance) and less previous payments. COMPANY shall pay CONTRACTOR the amount so payable, subject to COMPANY's audit of the statement and subject to the provisions of Section 2.41 hereof dealing with payment of costs incurred, by check mailed within 20 days after the date payable or, when statement prepared by CONTRACTOR is received after the date payable, within 20 days after receiving CONTRACTOR's statement.

3. DELAYS

- 3.1 Site Readiness: CONTRACTOR shall ascertain from COMPANY that the site is ready before sending materials or workmen thereto.
- 3.2 Delays, Suspensions and Extensions: COMPANY may require CONTRACTOR to suspend performance hereunder completely or partially for whatever length of time COMPANY may elect. The time for completion shall be extended by each period that CONTRACTOR is delayed by (a) COMPANY or another independent contractor who is directly responsible to COMPANY (unless such delay is due to CONTRACTOR's default, for example, as provided in Sections 4.1 and 4.2 hereof; (b) an act of God or the elements; (c) any other cause beyond CONTRACTOR's reasonable control; or (d) a labor disturbance.
- 3.3 Damages Due to Delays and Suspensions: COMPANY shall not be liable for any damages, direct, consequential or otherwise, suffered by CONTRACTOR due to delays and suspensions, but where CONTRACTOR is not in default CONTRACTOR shall be entitled to reimbursement for reasonable direct costs caused by delays and suspensions to the extent such delays and suspensions are caused by COMPANY and other independent contractors who are directly responsible to COMPANY. CONTRACTOR shall be obligated to proceed with the work notwithstanding a dispute on reimbursement; such action shall not prejudice either party's claim with respect to reimbursement.

4. INSPECTION, CONDEMNATION, STOPPING WORK

4.1 Inspection

- 4.11 Inspection by COMPANY: COMPANY may visit and inspect the work and materials, or any part thereof, at all times, and CONTRACTOR shall provide safe and proper facilities therefor. CONTRACTOR shall at all times during working hours keep a competent person in the immediate vicinity of the work areas to receive communications from COMPANY and to supervise the performance of this Agreement. When COMPANY determines that a work area is unsafe, COMPANY may stop the part of the work affected until the unsafe condition is corrected.
- 4.12 Inspection by CONTRACTOR: Whenever any part of CONTRACTOR's work depends on existing work or work or material provided by COMPANY or others, CONTRACTOR shall inspect and measure such other work or material and promptly notify COMPANY of any defect or discrepancy in such other work or material which may render it unsuitable for proper execution of CONTRACTOR's work or proper functioning of the Facility. If CONTRACTOR fails to notify COMPANY's representative of any such defect or discrepancy while performing CONTRACTOR's dependent work, and such defect or discrepancy would have been discovered in the course of a reasonably thorough visual inspection and measurement, COMPANY may condemn the work or material involved and CONTRACTOR shall correct such defect or discrepancy on the same basis as if it were defective work by CONTRACTOR under Section 4.2 hereof.

- 4.2 Condemnation: COMPANY may condemn materials provided by CONTRACTOR and all parts of CONTRACTOR's work which are unsuitable, defective or fail in any way to conform with the requirements of this Agreement. CONTRACTOR shall begin to remove and replace such materials or work within 24 hours after receiving notice thereof from COMPANY. CONTRACTOR shall bear all costs involved in the removal and replacement of such materials and work and in the repair and replacement of any other materials and work necessarily damaged by removal and replacement. If CONTRACTOR is requested by COMPANY to uncover any part of the Facility for inspection, the cost of uncovering and covering any such part not specifically requiring inspection under this Agreement shall be borne by COMPANY unless the part so uncovered is not in compliance with the requirements of this Agreement.

4.3 Taking Over and Stopping Work

- 4.31 Should CONTRACTOR default in any way in the performance of this Agreement, including failing, refusing or neglecting to supply sufficient material to be supplied by CONTRACTOR hereunder, or tools, or properly skilled workmen to complete the work, or by not exercising reasonable diligence, for 5 days after written notice of such default to CONTRACTOR, COMPANY may, at any time thereafter, take over and complete the work. The cost to COMPANY of completing the work shall be deducted from the unpaid part of CONTRACTOR's compensation. If such cost exceeds any such amount, CONTRACTOR shall reimburse COMPANY for such excess cost. The action by COMPANY of taking over and completing the work shall not constitute a waiver of or election among any other rights or remedies that COMPANY may have against CONTRACTOR.
- 4.32 Should CONTRACTOR or its creditors seek relief under any insolvency law, or CONTRACTOR be adjudged a bankrupt, COMPANY may at any time thereafter terminate this Agreement and take over and complete the work as provided in Section 4.31 hereof, and that any payments due from CONTRACTOR to subcontractors or vendors in connection with the work may be made by COMPANY to such subcontractors or vendors, and be deducted from the amounts otherwise due to CONTRACTOR.
- 4.33 COMPANY may, in its absolute discretion, stop the work at any time, but where CONTRACTOR is not in default, COMPANY shall pay CONTRACTOR for all parts of the work done, including materials provided, in conformity with the requirements of this Agreement, plus an amount for reasonable and verified costs of CONTRACTOR incurred in preparation for the parts of the work not yet performed and in shutting down his operations hereunder, plus an amount for a reasonable part of the profit CONTRACTOR would otherwise have earned; provided, that the amounts payable under this Section 4.33 shall in no event exceed the unpaid part of CONTRACTOR's compensation.

5. LIABILITY

- 5.1 General Liability: CONTRACTOR shall indemnify and save harmless the indemnitees from and against any and all loss, damage, injury, liability and claims thereof for injury to or death of a person, including an employee of CONTRACTOR or an indemnitee, or for loss of or damage to property (except property subject to Sections 5.2 and 5.3 hereof), resulting from CONTRACTOR's performance of this Agreement, including, but not limited to, CONTRACTOR's use of equipment provided by COMPANY or others. Such indemnity shall apply whether or not an indemnitee was or is claimed to be passively, concurrently, or actively negligent, and regardless of the negligence of, and regardless of the

of whether liability without fault is imposed or sought to be imposed on one or more of the indemnitees. This indemnity shall not apply to the extent that such indemnification is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and shall not apply where such loss, damage, injury, liability or claim is the result of the sole negligence or willful misconduct of any indemnitee and is not contributed to by any act of, or by any omission to perform some duty imposed by law or contract on, CONTRACTOR, its subcontractor or either's agent or employee.

- 5.2 Liability for Property of COMPANY and its Affiliate: CONTRACTOR shall be liable to COMPANY and its affiliates for any loss of or damage to the property of COMPANY and its affiliates (other than the property subject to Section 5.3 hereof) resulting directly or indirectly from CONTRACTOR's performance of this Agreement, regardless of the negligence of COMPANY, its agents, employees, and affiliates, except to the extent that such liability is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement; provided, however, that CONTRACTOR's liability under this Section 5.2 shall be limited to the applicable insurance which CONTRACTOR carries or has others carry and which shall not be less than that provided in Section 6 hereof.
 - 5.3 Liability for the Facility and Materials: CONTRACTOR shall exercise due care and diligence in the performance of this Agreement and in the care and protection of the Facility and materials. At COMPANY's option, CONTRACTOR shall reconstruct, repair or replace any part of the Facility or materials lost or damaged by any cause whatsoever, including but not limited to those referred to in Section 3.2 hereof, wherever said loss or damage occurs including loss or damage to materials while in transit. In such event COMPANY shall reimburse CONTRACTOR for the costs of such reconstruction, repair or replacement in excess of \$1,000 for each occurrence or in excess of the coverage of any applicable insurance which CONTRACTOR may elect to carry or have others carry, whichever is greater, except costs incurred in reconstruction, repair and replacement of work or materials subject to condemnation by COMPANY prior to loss or damage (whether or not such condemnation was effected) under Section 4.2 hereof, and except costs incurred in order to meet the guarantee(s), if any, contained elsewhere in this Agreement. CONTRACTOR also shall be paid a reasonable profit on that part of such reconstruction, repair or replacement for which cost reimbursement is made. COMPANY shall not be liable for loss or damage to construction equipment, tools, temporary structures, temporary excavations or supplies owned or used by CONTRACTOR or its subcontractors.
 - 5.4 Compliance with Laws and Regulations: CONTRACTOR shall comply with all laws, regulations, decrees, codes, ordinances, resolutions and other acts of any governmental authority, including Federal and State labor and tax laws, which are applicable to this Agreement and CONTRACTOR's performance hereunder, and shall indemnify and save COMPANY and its affiliates harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly or indirectly from CONTRACTOR's failure to do so.
 - 5.5 Liens: CONTRACTOR shall discharge at once or bond or otherwise secure against all liens and attachments which are filed in connection with the work and shall indemnify and save COMPANY, its affiliates, and the owners of the premises on which the work is performed harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly or indirectly from such liens and attachments.
 - 5.6 Patent Rights: CONTRACTOR shall indemnify and save COMPANY and its affiliates harmless from and against any and all loss, damage, injury, liability and claims thereof for any patent infringement resulting directly or indirectly from CONTRACTOR's performance of the work including provision of material and designs by CONTRACTOR, and use of tools and other equipment by or for CONTRACTOR in any connection therewith; and shall reimburse COMPANY fully for any royalties, damages or other payments that COMPANY shall be obliged to pay. COMPANY shall have the right to be present and represented by counsel, at its own expense, at all times during litigation and/or other discussions relating to claims of patent infringement arising under this Section 5.6. Neither CONTRACTOR nor COMPANY shall settle or compromise any such litigation without the consent of the other if such settlement or compromise obligates the other to make any payment or part with any property or assume any obligation or grant any license or other rights or be subject to any injunction by reason of such settlement or compromise.
 - 5.7 Costs and Attorneys' Fees: CONTRACTOR shall promptly pay (a) to any indemnitee all costs and attorneys' fees incurred by such indemnitee resulting directly or indirectly from any and all loss, damage, injury, liability and claims for which CONTRACTOR is obligated to indemnify such indemnitee pursuant to Sections 5.1, 5.4, 5.5 or 5.6 hereof, and (b) to COMPANY all costs and reasonable attorneys' fees in any legal action in which COMPANY or its affiliate prevails, in whole or in part, brought against CONTRACTOR based on a breach of this Agreement.
- 6. INSURANCE**
- 6.1 Insurance Required: Without in any way limiting CONTRACTOR's liability pursuant to Section 5 hereof, CONTRACTOR shall maintain the following insurance.
 - 6.11 Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law, including insurance covering liability under the Longshoremen's and Harbor Workers' Act, the Jones Act and the Outer Continental Shelf Land Act, if applicable.
 - 6.12 Comprehensive General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverages: (a) Contractual Liability to cover liability assumed under this Agreement, (b) Personal Injury Liability with the "employee" and "contractual" exclusions deleted, (c) Product and Completed Operations Liability Insurance, (d) Broad Form Property Damage Liability Insurance, and (e) explosion, collapse and underground hazard exclusions deleted. The limit of liability for such insurance shall not be less than \$1,000,000 per occurrence.
 - 6.13 Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned, and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$250,000 per person/\$500,000 per occurrence for Bodily Injury and \$100,000 per occurrence for Property Damage.
 - 6.14 Hull and Machinery Insurance on all vessels and barges, if any, used by CONTRACTOR in the performance of this Agreement with a limit equal to or greater than the fair market value of each such vessel and barge.
 - 6.15 Without in any way affecting CONTRACTOR's obligations pursuant to Section 6.11 hereof, if marine work is to be performed hereunder, Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of this Agreement. The limits of liability of such insurance shall not be less than \$500,000 per occurrence.
 - 6.2 Policy Endorsements: The above insurance shall include a requirement that the insurer provide COMPANY with 30 days' written notice prior to the effective date of any cancellation or material change of the insurance. The insurance specified in Section 6.11 hereof shall contain a waiver of subrogation against the indemnitees and an assignment of statutory lien, if applicable. The insurance specified in Sections 6.12, 6.13, 6.14 and 6.15 hereof shall
 - (a) name the indemnitees as additional insureds with respect to operations performed hereunder;
 - (b) provide that said insurance is primary coverage with respect to all insureds; and
 - (c) contain a Standard Cross Liability Endorsement or Severability of Interest Clause which provides that the insurance applies separately to each insured and that the policies cover claims or suits by one insured against the other.
 - 6.3 Evidence of Insurance: CONTRACTOR shall — before commencing the work — provide COMPANY with certificates or other documentary evidence of the above insurance, satisfactory to COMPANY. Form GO-279-12 may be used for this purpose. CONTRACTOR shall also provide COMPANY a copy of the additional insureds endorsement required under Section 6.2(a).
 - 6.4 Insurance Required from Subcontractors: Without in any way limiting CONTRACTOR's liability pursuant to Section 5 hereof, CONTRACTOR

shall obtain from its subcontractors, if any, the insurance coverages and endorsements set forth in Sections 6.1, 6.2, and 6.3 excepting that both COMPANY and CONTRACTOR be named additional insured.

7. **ASSIGNMENT:** Neither this Agreement nor money due CONTRACTOR hereunder shall be assigned, sublet or transferred in whole or in part by CONTRACTOR, except with the prior written consent of COMPANY, and any attempt to do so without such written consent shall be void.
8. **CONTRACTOR'S UNDERSTANDING:** Subject to any express provisions elsewhere in this Agreement, it is understood that CONTRACTOR as a result of careful examination, is satisfied as to the nature and location of the work, the conformation and structure of the ground, the character, quality and quantity of the materials to be used, the character of temporary equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which could in any way affect the work under this Agreement. No representations by or oral agreement with any agent or employee of COMPANY, either before or after the execution of this Agreement, shall affect or modify any of CONTRACTOR's rights or obligations hereunder.
9. **CONFIDENTIALITY AND OWNERSHIP OF WORK PRODUCT:** During the performance of work under this Agreement, it may be necessary for COMPANY to make available to CONTRACTOR confidential technical information. CONTRACTOR agrees to use all such information solely for the performance of work under this Agreement and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of COMPANY. Likewise, CONTRACTOR agrees that all technical information developed in connection with the work under this Agreement shall be used solely for the performance of work under this Agreement and shall be held in confidence and not disclosed to any third party without the prior written consent of COMPANY.
Technical information and all other work product developed by CONTRACTOR and/or any of the personnel provided by CONTRACTOR under this Agreement shall be COMPANY's property and may be used or transferred by COMPANY in any manner it finds appropriate. Any and all such work product shall be delivered to COMPANY upon request or upon completion or termination of the work.
10. **RECORDS:** CONTRACTOR and its subcontractors and vendors shall maintain complete and accurate records in connection with the work and all transactions related thereto for at least 24 months from the date of completion of the Facility or Acceptance by COMPANY, whichever is later.
11. **CONFLICTS OF INTEREST:** Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, neither CONTRACTOR nor any director, employee or agent of CONTRACTOR or its subcontractors or vendors shall give to or receive from any director, employee or agent of COMPANY any gift, entertainment or other favor of significant value, or any commission, fee or rebate. Likewise, neither CONTRACTOR nor any director, employee or agent of CONTRACTOR or its subcontractors or vendors shall, without prior written notification thereof to COMPANY, enter into any business relationship with any director, employee, or agent of COMPANY or any affiliate, unless such person is acting for and on behalf of COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to COMPANY. Additionally, in the event of any violation of this Section, including any violation occurring prior to the date of this Agreement, resulting directly or indirectly in COMPANY's consent to enter into this Agreement, COMPANY may, at COMPANY's sole option, terminate this Agreement at any time and notwithstanding any other provision of this Agreement, pay CONTRACTOR only for that work performed prior to the date of termination. Any representative(s) authorized by COMPANY may audit any and all records of CONTRACTOR and its subcontractors and vendors for the sole purpose of determining whether there has been compliance with this Conflicts of Interest section.
12. **REIMBURSABLE COSTS:** If CONTRACTOR's compensation under this Agreement is determined in whole or in part on a reimbursement of costs basis, the costs to be reimbursed shall be only those reasonably necessary to perform the work in an efficient manner in accordance with the time schedule required. COMPANY may from time to time and at any time after the date of this Agreement until twenty-four (24) months after the date of completion of the Facility or Acceptance by COMPANY, whichever is later, make an audit of all records of CONTRACTOR and its subcontractors and vendors in connection with all costs reimbursable under this Agreement. Such audit may also cover CONTRACTOR's procedures and controls with respect to the costs to be reimbursed. Upon completion of this audit, COMPANY shall pay CONTRACTOR any compensation due CONTRACTOR hereunder as shown by the audit. Any amount by which the total payment by COMPANY to CONTRACTOR exceeds the amount due CONTRACTOR as shown by the audit shall be returned to COMPANY. Items of compensation not determined on a reimbursement of costs basis, such as fixed percentages or fixed lump sums, shall not be subject to audit under this Section.
13. **AUDIT ASSISTANCE:** CONTRACTOR shall assist COMPANY in making any audit under Sections 11 or 12 above. CONTRACTOR shall require, and shall require all subcontractors and vendors to require, in all agreements in connection with the work, the agreement of the parties to the provisions of Sections 10, 11, 12 and 13 hereof and shall require such subcontractors and vendors to assist in making any such audits.
14. **HEADINGS:** Headings of Sections and other parts of this Agreement are for quick reference only and are not to be construed as part of this Agreement. In some instances a Section or part contains provisions not covered by the heading thereof; in other instances, a Section or part contains provisions that are described in the heading of another Section or part.
15. **LICENSING OF CONTRACTORS:** The following applies to any person who engages in the business or acts in the capacity of a contractor within California:
Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, 1020 N Street, Sacramento, California 95814.
16. **WAIVER:** The right of either party to require strict performance shall not be affected by any prior waiver or course of dealing.
17. **COMPLIANCE AND AFFIRMATIVE ACTION:** Unless exempted by Federal law, rule, regulation or order, the following clauses contained in the Code of Federal Regulations are incorporated herein by reference, the full text of which will be made available upon request: 32 C.F.R. § 7-103.27 (Disabled and Vietnam Veterans); 32 C.F.R. § 7-103.28 (Handicapped Workers); 32 C.F.R. § 7-103.18 (Equal Opportunity); 32 C.F.R. §§ 7-104.14(a) and (b) (Utilization of Small and Small Disadvantaged Business Concerns); 32 C.F.R. § 7-104.52 and 41 C.F.R. Chapter 1, FPR Temporary Regulation 54, Attachment A (Utilization of Women-Owned Business Concerns). Unless previously provided, if the value of this Agreement exceeds \$10,000, CONTRACTOR shall provide a Certificate of Nonsegregated Facilities to COMPANY.